



**COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY**

399 Elmhurst Street • Hayward, CA 94544-1307  
(510) 670-5480

September 15, 2010

Bruce Wolfe, Executive Officer  
San Francisco Regional Water Quality Control Board  
1514 Clay Street  
Oakland, CA 94612

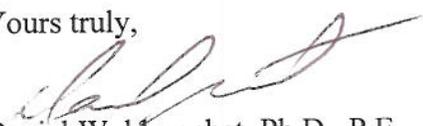
**SUBJECT:** Annual Report for Fiscal Year 2009-2010 for the Alameda County Flood Control and Water Conservation District.

Dear Mr. Wolfe:

Enclosed herewith is the subject for the Fiscal Year 2009-2010 (months of July 2009 through June 2010). This is being submitted in accordance with the requirements of our NPDES permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.  
Director of Public Works

DW:SG  
Enc.

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Section 1 – Permittee Information

Background Information					
Permittee Name:	Alameda County Flood Control and Water Conservation District (ACF&WCD)				
Population:	Zero				
NPDES Permit No.:	CAS612008				
Order Number:	R2-2009-0074				
Reporting Time Period (month/year):	July / 2009 through June / 2010				
Name of the Responsible Authority:	Daniel Woldesenbet	Title:	Director of Public Works		
Mailing Address:	399 Elmhurst Street				
City:	Hayward, CA	Zip Code:	94544	County:	Alameda
Telephone Number:	510-670-5455	Fax Number:	510-670-5541		
E-mail Address:	danielw@acpwa.org				
Name of the Designated Stormwater Management Program Contact (if different from above):	Sharon Gosselin	Title:	Associate Environmental Compliance Specialist		
Department:	Engineering, Environmental Services, Clean Water Unit				
Mailing Address:	399 Elmhurst Street				
City:	Hayward, CA	Zip Code:	94544	County:	Alameda
Telephone Number:	510-670-6547	Fax Number:	510-670-5262		
E-mail Address:	Sharon@acpwa.org				

Section 2 - Provision C.2 Reporting Municipal Operations

**Program Highlights and Evaluation**

Highlight/summarize activities for reporting year:

Summary:

Utilized BMP's from the Erosion and Sediment Control Field Manual

**C.2.a. ► Street and Road Repair and Maintenance**

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and provide explanation in the comments section below.

<b>x</b>	Control of debris and waste materials during road and parking lot installation, repaving or repair maintenance activities from polluting stormwater
<b>x</b>	Control of concrete slurry and wastewater, asphalt, pavement cutting, and other street and road maintenance materials and wastewater from discharging to storm drains from work sites.
<b>x</b>	Sweeping and/or vacuuming and other dry methods to remove debris, concrete, or sediment residues from work sites upon completion of work.

Comments:

**C.2.b. ► Sidewalk/Plaza Maintenance and Pavement Washing**

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:

<b>NA</b>	Control of wash water from pavement washing, mobile cleaning, pressure wash operations at parking lots, garages, trash areas, gas station fueling areas, and sidewalk and plaza cleaning activities from polluting stormwater
<b>NA</b>	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs

Comments:

**C.2.c. ► Bridge and Structure Maintenance and Graffiti Removal**

Place an **X** in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of these BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:

x	Control of discharges from bridge and structural maintenance activities directly over water or into storm drains
x	Control of discharges from graffiti removal activities
x	Proper disposal for wastes generated from bridge and structure maintenance and graffiti removal activities
NA	Implementation of the BASMAA Mobile Surface Cleaner Program BMPs for graffiti removal

Comments:

**C.2.d. ► Stormwater Pump Stations**

Does your municipality own stormwater pump stations:  Yes  No

If your answer is **No** then skip to **C.2.e.**

**(For FY 10-11 Annual Report only)** Complete the following table for dry weather DO monitoring and inspection data for pump stations<sup>1</sup> (add more rows for additional pump stations):

Pump Station Name and Location	First inspection Dry Weather DO Data		Second inspection Dry Weather DO Data	
	Date	mg/L	Date	mg/L

**(For FY 10-11 Annual Report only)** Summarize corrective actions as needed for DO monitoring at or below 3 mg/L. Attach inspection records of additional DO monitoring for corrective actions:

Summary:

Attachments:

<sup>1</sup> Pump stations that pump stormwater into stormwater collection systems or infiltrate into a dry creek immediately downstream are exempt from DO monitoring.

*(For FY 10-11 Annual Report only)* Complete the following table for wet weather inspection data for pump stations (add more rows for additional pump stations):

Pump Station Name and Location	Date (2x/year required)	Presence of Trash (Cubic Yards)	Presence of Odor (Yes or No)	Presence of Color (Yes or No)	Presence of Turbidity (Yes or No)	Presence of Floating Hydrocarbons (Yes or No)

C.2.e. ► Rural Public Works Construction and Maintenance					
Does your municipality own/maintain rural <sup>2</sup> roads:		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If your answer is <b>No</b> then skip to C.2.f.					
Place an <b>X</b> in the boxes next to implemented BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type <b>NA</b> in the box. If one or more of the BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:					
<input type="checkbox"/>	Control of road-related erosion and sediment transport from road design, construction, maintenance, and repairs in rural areas				
<input type="checkbox"/>	Identification and prioritization of rural road maintenance based on soil erosion potential, slope steepness, and stream habitat resources				
<input type="checkbox"/>	No impact to creek functions including migratory fish passage during construction of roads and culverts				
<input type="checkbox"/>	Inspection of rural roads for structural integrity and prevention of impact on water quality				
<input type="checkbox"/>	Maintenance of rural roads adjacent to streams and riparian habitat to reduce erosion, replace damaging shotgun culverts and excessive erosion				
<input type="checkbox"/>	Re-grading of unpaved rural roads to slope outward where consistent with road engineering safety standards, and installation of water bars as appropriate				
<input type="checkbox"/>	Inclusion of measures to reduce erosion, provide fish passage, and maintain natural stream geomorphology when replacing culverts or design of new culverts or bridge crossings				
Comments including listing increased maintenance in priority areas:					

<sup>2</sup> Rural means any watershed or portion thereof that is developed with large lot home-sites, such as one acre or larger, or with primarily agricultural, grazing or open space uses.

**C.2.f. ► Corporation Yard BMP Implementation**

Place an **X** in the boxes below that apply to your corporation yard(s):

<input type="checkbox"/>	We do not have a corporation yard
<input checked="" type="checkbox"/>	Our corporation yard is a filed NOI facility and regulated by the California State Industrial Stormwater NPDES General Permit
<input checked="" type="checkbox"/>	We certify that we have a current <b>Stormwater Pollution Prevention Plan (SWPPP)</b> for the Corporation Yard(s)

Place an **X** in the boxes below next to implemented SWPPP BMPs to indicate that these BMPs were implemented in applicable instances. If not applicable, type **NA** in the box. If one or more of the BMPs were not adequately implemented during the reporting fiscal year then indicate so and explain in the comments section below:

<input checked="" type="checkbox"/>	Control of pollutant discharges to storm drains such as wash waters from cleaning vehicles and equipment
<input checked="" type="checkbox"/>	Routine inspection prior to the rainy seasons of corporation yard(s) to ensure non-stormwater discharges have not entered the storm drain system
<input checked="" type="checkbox"/>	Containment of all vehicle and equipment wash areas through plumbing to sanitary or another collection method
<input checked="" type="checkbox"/>	Use of dry cleanup methods when cleaning debris and spills from corporation yard(s) or collection of all wash water and disposing of wash water to sanitary or other location where it does not impact surface or groundwater when wet cleanup methods are used
<input checked="" type="checkbox"/>	Cover and/or berm outdoor storage areas containing waste pollutants

Comments:

If you have a corporation yard(s) that is not an NOI facility, complete the following table for inspection results for your corporation yard(s) or attach a summary including the following information:

Corporation Yard Name	Inspection Date (1x/year required)	Inspection Findings/Results	Follow-up Actions
Turner Court Hayward	05-04-10	No violations found	none

Section 3 - Provision C.3 Reporting New Development and Redevelopment

**C.3.a. ► New Development and Redevelopment Performance Standard Implementation Summary Report**

*(For FY 10-11 Annual Report only)* Provide a brief summary of the methods of implementation of Provisions C.3.a.i.(1)-(8). [[== NOTE: This is NOT required in the current annual report.==]]

Summary:

**C.3.b. ► Green Streets Status Report**

(All projects to be completed by December 1, 2014)

On an annual basis (if applicable), report on the status of any pilot green street projects within your jurisdiction. For each completed project, report the capital costs, operation and maintenance costs, legal and procedural arrangements in place to address operation and maintenance and its associated costs, and the sustainable landscape measures incorporated in the project including, if relevant, the score from the Bay-Friendly Landscape Scorecard. [Note: this applies only to agencies planning to implement pilot green streets projects. If you are planning a pilot green streets project, summarize project status.]

Summary: N/A for District

**C.3.b.v.(1) ► Regulated Projects Reporting Table**

Fill in attached table **C.3.b.v.(1)** or attach your own table including the same information:

NA for District

**C.3.h.iv. ► Installed Stormwater Treatment Systems Operation and Maintenance Verification Inspection Program Reporting**

(1) Fill in attached table C.3.h.iv.(1) or attach your own table including the same information:  
NA for District

(2) On an annual basis, provide a discussion of the inspection findings for the year and any common problems encountered with various types of treatment systems and/or HM controls. This discussion should include a general comparison to the inspection findings from the previous year.

Summary:  
NA for District

(3) On an annual basis, provide a discussion of the effectiveness of the O&M Program and any proposed changes to improve the O&M Program (e.g., changes in prioritization plan or frequency of O&M inspections, other changes to improve effectiveness program).

Summary:  
NA for District

Section 4 – Provision C.4 Industrial and Commercial Site Controls

**C.4.a.ii ► Legal Authority**

(For FY 09-10 Annual Report only) Do you have adequate legal authority to obtain effective stormwater pollutant control on industrial sites?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If <b>No</b> , explain: NA for District				

**C.4.c.ii.(5) ► Enforcement Response Plan**

(For FY 09-10 Annual Report only) Have you developed and implemented an Enforcement Response Plan by April 1, 2010?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If <b>No</b> , explain: NA for District				

**Program Highlights**

Provide background information, highlights, trends, etc. For FY 09-10 Annual Report describe steps taken to revise your program to meet new data tracking and reporting requirements.
NA for District

**C.4.b.i. ► Business Inspection Plan**

(For FY 09-10 Annual Report only) Do you have a Business Inspection Plan?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If <b>No</b> , explain: NA for District				

**C.4.b.iii.(1) ► Potential Facilities List**

List below or attach your list of industrial and commercial facilities in your Inspection Plan to inspect that could reasonably be considered to cause or contribute to pollution of stormwater runoff.

NA for District

**C.4.b.iii.(2) ► Facilities Scheduled for Inspection**

List below or attach your list of facilities scheduled for inspection during the current fiscal year.

NA for District

**C.4.c.iii.(1) ► Facility Inspections**

Fill out the following table or attach a summary of the following information.

	Number	Percent
Number of businesses inspected (if known)		
Total number of inspections conducted		
Violations issued (excluding verbal warnings)		
Sites inspected in violation		
Violations <sup>1</sup> resolved within 10 working days or otherwise deemed resolved in a longer but still timely manner		

<sup>1</sup> Total number of violations equals the number of initial enforcement actions (i.e. one violation issued for several problems during an inspection at a site). It does not equal the total number of enforcement actions because one violation issued at a site may have a second enforcement action for the same violation at the next inspection if it is not corrected.

**C.4.c.iii.(2) ► Frequency and Types/Categories of Violations Observed**

Fill out the following table or attach a summary of the following information.

Type/Category of Violations Observed	Number of Violations
Actual discharge (e.g. non-stormwater discharge)	
Potential discharge (e.g. BMPs not in place or ineffective)	



**C.4.c.iii.(4) ► Non-Filers**

List below or attach a list of the facilities required to have coverage under the Industrial General Permit \*\*:  
 NA for District  
 \*\* Facilities where industrial exposure to storm water no longer occurs, and/or no net discharge from the site occurs, and/or that were in the program in error (e.g., incorrect SIC code applied), and should be removed from the program ,

**C.4.d.iii ► Staff Training Summary**

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance

**Section 5 – Provision C.5 Illicit Discharge Detection and Elimination**

**C.5.a.ii ► Legal Authority**

(For FY 09-10 Annual Report only) Do you have adequate legal authority to prohibit and control illicit discharges and escalate stricter enforcement to achieve expedient compliance?  Yes  No

If **No**, explain:

**C.5.b.ii.(4) ► Enforcement Response Plan**

(For FY 09-10 Annual Report only) Have you developed and implemented an Enforcement Response Plan by April 1, 2010?  Yes  No

If **No**, explain:

**Program Highlights**

Provide background information, highlights, trends, etc. For FY 09-10 Annual Report describe steps taken to revise your program to meet new data tracking and reporting requirements.

Complaints/Spill/Discharge incidents are tracked by Maintenance and Operations Department Work Order software "Mainstar". Service requests to Construction Inspection Division for inspection and follow-up are tracked by ACCESS database. Summary report is generated by sampling Mainstar database using activity code unique to spill.

**C.5.c.iii ► Complaint and Spill Response Phone Number and Spill Contact List**

List below or attach your complaint and spill response phone number and spill contact list.

Contact	Description	Phone Number
Public Works Agency	Maintenance and Operations Main Number	510-670-5500

**C.5.d.iii ► Evaluation of Mobile Business Program**

Describe implementation of minimum standards and BMPs for mobile businesses and your enforcement strategy. This may include participation in the BASMAA Mobile Surface Cleaners regional program or local activities.

Description: See Clean Water Program FY 2009/10 Report. See BASMAA FY 2009/10 report on mobile surface cleaners program.  
 NA for District

**C.5.e.iii ► Evaluation of Collection System Screening Program**

Provide a summary or attach a summary of your collection screening program, a summary of problems found during collection system screening and any changes to the screening program this FY.

Description:  
 NA for District

**C.5.f.iii.(1), (2), (3) ► Spill and Discharge Complaint Tracking**

Spill and Discharge Complaint Tracking (fill out the following table or include an attachment of the following information)

See attached summary table.	Number	Percentage
Discharges reported (C.5.f.iii.(1))	Zero	
Discharges reaching storm drains and/or receiving waters (C.5.f.iii.(2))		
Discharges resolved in a timely manner (C.5.f.iii.(3))		

**C.5.f.iii.(4) ► Summary of major types of discharges and complaints**

Provide a narrative or attach a table and/or graph.

No discharges reported from 4/1/10 through 6/30/10 in ACF&WCD, outside of Alameda County Unincorporated Area (information include in Alameda County Unincorporated Area).

Section 6 – Provision C.6 Construction Site Controls

<b>C.6.a.iii ▶ Legal Authority</b>			
(For FY 09-10 Annual Report only) Is your agency's legal authority adequate for C.6 compliance?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>No</b> , explain: NA for District			

<b>C.6.b.ii.(3) ▶ Enforcement Response Plan</b>			
(For FY 09-10 Annual Report only) Was your Enforcement Response Plan developed and implemented by April 1, 2010?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>No</b> , explain: NA for District			

<b>C.6.e.iii.1.a, b, c ▶ Site/Inspection Totals</b>			[[= Totals are calculated at the bottom of the Construction Site Inspections Tracking Spreadsheet =]]
Number of sites disturbing < 1 acre of soil requiring storm water runoff quality inspection (i.e. High Priority) (C.6.e.iii.1.a)	Number of sites disturbing ≥ 1 acre of soil (C.6.e.iii.1.b)	Total number of storm water runoff quality inspections conducted (C.6.e.iii.1.c)	
NA	NA	NA	

<b>C.6.e.iii.1.d ▶ Construction Activities Storm Water Violations</b>		
[[= Totals and percentages are calculated at the bottom of the Construction Site Inspections Tracking Spreadsheet =]]		
BMP Category	Number of Violations <sup>1</sup>	% of Total Violations <sup>2</sup>
Erosion Control	0	
Run-on and Run-off Control	0	
Sediment Control	0	
Active Treatment Systems	0	
Good Site Management	0	
Non Stormwater Management	0	
<b>Total</b>	<b>0</b>	<b>100%</b>

Notes:

<sup>1</sup>Count one violation in a category for each site and inspection regardless of how many violations/problems occurred in the BMP category.

<sup>2</sup>Percentage calculated as number of violations in each category divided by total number of violations in all six categories.

<b>C.6.e.iii.1.e ▶ Construction related storm water enforcement actions</b>			
[[= Totals and percentages are calculated at the bottom of the Construction Site Inspections Tracking Spreadsheet =]]			
	Enforcement Action (as listed in ERP) <sup>1</sup>	Number Enforcement Actions Taken	% Enforcement Actions Taken <sup>2</sup>
Level 1		0	
Level 2		0	
Level 3		0	
Level 4		0	
<b>Total</b>		<b>0</b>	<b>100%</b>

Notes:

<sup>1</sup>Agencies should list the specific enforcement actions as defined in their ERPs.

<sup>2</sup>Percentage calculated as number of each type of enforcement action divided by the total number of enforcement actions.

<b>C.6.e.iii.1.f, g ► Illicit Discharges</b>	
[[= Total number of illicit discharges is calculated at bottom of the Construction Site Inspections Tracking Spreadsheet. A manual count is needed to identify the number of SITES with illicit discharges.==]]	
	<b>Number</b>
Number of illicit discharges, actual and those inferred through evidence (C.6.e.iii.1.f)	0
Number of sites with discharges, actual and those inferred through evidence (C.6.e.iii.1.g)	0

<b>C.6.e.iii.1.h, i ► Violation Correction Times</b>		
[[= The totals are calculated at bottom of the Construction Site Inspections Tracking Spreadsheet. ==]]		
	<b>Number</b>	<b>Percent</b>
<b>Violations fully corrected within 10 business days after violations are discovered</b> or otherwise considered corrected in a timely period (C.6.e.iii.1.h)	0	% <sup>2</sup>
<b>Violations not fully corrected within 30 days after violations are discovered</b> (C.6.e.iii.1.i)	0	% <sup>3</sup>
<b>Total number of violations for the reporting year<sup>1</sup></b>	0	100%

Notes:

<sup>1</sup>Total number of violations equals the number of initial enforcement actions (i.e. one violation issued for several problems during an inspection at a site). It does not equal the total number of enforcement actions because one violation issued at a site may have a second enforcement action for the same violation at the next inspection if it is not corrected.

<sup>2</sup>Calculated as number of violations fully corrected in a timely period after the violations are discovered divided by the total number of violations for the reporting year.

<sup>3</sup>Calculated as number of violations not fully corrected within 30 days after the violations are discovered divided by the total number of violations for the reporting year.

<b>C.6.e.iii.(2) ► Evaluation of Inspection Data</b>
Describe your evaluation of the tracking data and data summaries and provide information on the evaluation results (e.g., data trends, typical BMP performance issues, comparisons to previous years, etc.).
Description: NA for District

<b>C.6.e.iii.(2) ► Evaluation of Inspection Program Effectiveness</b>
Describe what appear to be your program's strengths and weaknesses, and identify needed improvements, including education and outreach.
Description: NA for District

**C.6.f ▶ Staff Training Summary**

Training Name	Training Dates	Topics Covered	No. of Inspectors in Attendance	Percent of Inspectors in Attendance
NA for District				

Section 7 – Provision C.7. Public Information and Outreach

**C.7.b.ii.1 ▶ Advertising Campaign**

Summarize advertising efforts. Include details such as messages, creative developed, and outreach media used. The detailed advertising report may be included as an attachment. If advertising is being done by participation in a countywide or regional program, refer to the separate countywide or regional Annual Report.

Summary: See BASMAA FY 2009/10 report on the BASMAA Regional Advertising Campaign.

**C.7.b.iii.1 ▶ Pre-Campaign Survey**

**(For the FY 10-11 Annual Report only)** Summarize survey information such as sample size, type of survey (telephone survey, interviews etc.). Attach a survey report that includes the following information. If survey was done regionally, refer to a regional submittal that contains the following information:

- Summary of how the survey was implemented.
- Analysis of the survey results.
- Discussion of the outreach strategies based on the survey results.
- Discussion of planned or future advertising campaigns to influence awareness and behavior changes regarding trash/litter and pesticides.

Place an **X** in the appropriate box below:

NA	Survey report attached
NA	Reference to regional submittal:

**C.7.c ▶ Media Relations**

Summarize the media relations effort. Include the following details for each media pitch in the space below, AND/OR refer to a regional report that includes these details:

- Topic and content of pitch
- Medium (TV, radio, print, online)
- Date of publication/broadcast

Summary:  
 -See BASMAA FY 2009/10 report on the Regional Media Relations effort.  
 -Attachment A.C.7.2 Clean Creeks FY09-10 Summary

Permittee Name: ACF&WCD

**C.7.d ► Stormwater Point of Contact**

(For FY 09-10 Annual Report only, unless changes made) Provide details of website or phone number used as the point of contact. Report on how the point of contact is publicized and maintained. If any change occurs in this contact, report in a subsequent Annual Report.

Contact Summary:

- See BASMAA FY 2009/10 report on the Regional point of contact.
- See Clean Water Program FY 2009/10 Report for details on countywide point of contact.
- The ACF&WCD’s main phone number is 510-670-5543.

**C.7.e ► Public Outreach Events**

Describe general approach to event selection. Provide a list of outreach materials and giveaways distributed.

Use the following table for reporting and evaluating public outreach events

Event Details	Description (messages, audience)	Evaluation of Effectiveness
Provide event name, date, and location. Indicate if event is local, countywide or regional.	Identify type of event (e.g., school fair, farmers market etc.), type of audience (school children, gardeners, homeowners etc.) and outreach messages (e.g., Enviro-scape presentation, pesticides, stormwater awareness)	Provide general staff feedback on the event (e.g., success at reaching a broad spectrum of the community, well attended, good opportunity to talk to gardeners etc.). Provide other details such as: <ul style="list-style-type: none"> <li>• Estimated overall attendance at the event.</li> <li>• Number of people that visited the booth, comparison with previous years</li> <li>• Number of brochures and giveaways distributed</li> <li>• Results of any spot surveys conducted</li> </ul>
6/23 through 6/30; The 2009 Alameda County Fair; Alameda County Fair Grounds in Pleasanton. District facilitated in planning and developing exhibit, staffed and/or maintained exhibit	County Fair, General Public; General stormwater and watershed message. Materials focused on general stormwater, IPM, home and yard care, and auto care.	Steady flow though busier on the weekends. School Classes visited during week. Approximately 434,000 people attended the fair.
2/12, 2/13, and 2/14; The Alameda County	Home owners and gardeners attended.	Steady flow of people. Interactive display with

**FY 2009-2010 Annual Report**

**C.7 – Public Information and Outreach**

**Permittee Name: ACF&WCD**

Home and Garden Show; Alameda County Fair Grounds. The District created and staffed exhibit.	Information focused home repair and yard maintenance including OWOW materials. Kid's material for children distributed also.	spinning wheel to answer question and win prize big hit.
4/16, 4/17, and 4/18. Boy Scout Jamboree; Alameda County Fair Grounds; District	Children and adults; General stormwater and watershed message and materials distributed OWOW materials and general stormwater brochure, activity booklets for children and give-aways. Displayed the diorama.	~1000 scouts, siblings and parents attended, very busy every day.
Earth Day 4/22/10 Moreau High School, Hayward (Flood Control District)	Staffed table with display and met with students for 3 hours during Fair to introduce creek care volunteer opportunities at William Cann Park in Union City and other local stewardship opportunities.	Met and talked with approximately 35 high schools students and 6 staff members; entire school student body attended Fair.
Alameda Creek Watershed Council Watershed Tours: -7/23/09 -1/28/10 -4/22/10 Annual Conference: 10/22/09	Assisted with planning and conducting three Alameda Creek watershed tours for watershed stakeholders, including Council members, members of the public and organizations, college students, teachers. The tours enable participants to see restoration projects and hear about resource issues from involved professionals.	Each of the 3 tours had 15-20 attendees and 3-5 speakers. Each tour highlighted various watershed protection and enhancement topics and pertinent handouts were distributed. The Annual Conference highlights current research and restoration activities in the watershed, and allows networking and communication between stakeholders; approximately 35-40 stakeholders in attendance.
Community Service Volunteer Day, Logan High School, Union City; 4/2/10 (Flood Control District)	Staffed table with display and met with students for 2 hours during Fair to introduce creek care volunteer opportunities at William Cann Park in Union City	Met and talked with with approximately 30 high schools students and 4 staff members. Most of the school's students that are on campus at the lunch hour attended the fair
Alameda County Watershed Forum, - watershed restoration tours on 3/2/10 in Oakland- Sausal Creek and 6/8/10 Oakland-Lake Merritt	Planned and conducted educational tours for watershed stakeholders and Forum members to see examples of creek protection/restoration practices and stormwater treatment measures.	Approximately 15 attendees for the March event and 25 at the June event. Slide presentations preceded the walking tours in order to give background on the areas to be visited.
Please see Attachment A.C.7.2 Clean Creeks FY09-10 Summary		
5/2 & 5/3; District is major sponsor of the Bringing Back the Natives Garden Tour The Tour showcases 50 gardens in Alameda and Contra Costa counties.	Please see Attachment A.C.7.3. Garden Tour 09/10 summary and Attachment A.C.7.4. Garden Tour 09/10 Final Report	

**C.7.f. ► Watershed Stewardship Collaborative Efforts**

Summarize watershed stewardship collaborative efforts and/or refer to a regional report that provides details. Describe the level of effort and support given (e.g., funding only, active participation etc.). State efforts undertaken and the results of these efforts. If this activity is done regionally refer to a regional report.

Evaluate effectiveness by describing the following:

- Efforts undertaken
- Major accomplishments

Summary:

-See Clean Water Program FY 2009/10 Report.

The District continues to provide major support to the Friends of Sausal Creek, the Friends of San Leandro Creek, and the Alameda Creek Watershed Council. Please see Attachments A C.7.1, C.7.5., and C.7.6., the annual program summaries.

**C.7.g. ► Citizen Involvement Events**

List the types of events conducted (e.g., creek clean up, storm drain inlet marking, native gardening etc.). Use the following table for reporting and evaluating citizen involvement events.

Event Details	Description	Evaluation of effectiveness
Provide event name, date, and location. Indicate if event is local, countywide or regional	Describe activity (e.g., creek clean-up, storm drain marking etc.)	Provide general staff feedback on the event. Provide other evaluation details such as: <ul style="list-style-type: none"> <li>• Number of participants. Any change in participation from previous years.</li> <li>• Distance of creek or water body cleaned</li> <li>• Quantity of trash/recyclables collected (weight or volume).</li> <li>• Number of inlets marked.</li> <li>• Data trends</li> </ul>
Community Stewardship Grants	See Clean Water Program FY 2009/10 Report.	See Clean Water Program FY 2009/10 Report.
Creek Cleanups/Planting of Native Plants (Flood Control District) Niles Staging Area- Fremont and Wm. Cann	Nine, 3-hour workdays were conducted which included trash removal from creek banks, planting and maintaining irrigation for native plants in a creekside trail area, invasive plant	Workdays averaged 10-15 people, primarily high school students and local residents, several teachers and group leaders. Larger group of students (30-35) for Earth Day

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**C.7 – Public Information and Outreach**

**Permittee Name: ACF&WCD**

Park, Union City 9/19/09, 10/14/09, 11/21/09, 12/19/09, 1/16/10, 2/20/10, 3/20/10, 4/24/10, 5/22/10. (9 events )	removal from riparian trees, and educational walks along the creek.	workday. Approximately 2500 linear feet of bank cleaned; approximately 10 large trash bags filled, 1 small pickup truck bed filled with bulky trash items. Trash sorted and recycled.
Logan High School, Union City 5/7& 8/10 (Flood Control District)	School courtyard trash cleanup and planting of 10 native plants by students led by campus Sustainability Club. Training of student leaders done on 5/7 in prep for 5/8 workday.	Approx. 10 student club members and their teacher advisor led additional students and family members in the campus-wide cleaning and courtyard planting session.
Please see Attachment A.C.7.2 Clean Creeks FY09-10 Summary		

**C.7.h. ► School-Age Children Outreach**

Summarize school-age children outreach programs implemented. A detailed report may be included as an attachment.  
Use the following table for reporting school-age children outreach efforts.

<b>Program Details</b>	<b>Focus &amp; Short Description</b>	<b>Number of Students/Teachers reached</b>	<b>Evaluation of Effectiveness</b>
Provide the following information: Name Grade or level (elementary/ middle/ high)	Brief description, messages, methods of outreach used	Provide number or participants	Provide agency staff feedback. Report any other evaluation methods used (quiz, teacher feedback etc.). Attach evaluation summary if applicable.
Educational Services	See Clean Water Program FY 2009/10 Report.		
Watershed Adventures Program (conducted during 2009/10 school year) (Unincorporated and Flood Control District) Please see Attachment A.C.7.1.	Two 75 minute presentations to each of 166 4 <sup>th</sup> grade classrooms covering watershed awareness and protection, stormwater pollution solutions, and ecosystem impacts of pollution. 2 <sup>nd</sup> presentation is a follow up watershed art activity.	166 teachers At least 4600 4 <sup>th</sup> grade students	59 written evaluations from teachers showed ratings for the program of 65% excellent, 34% very good, 1% fair.

Section 8 - Provision C.8 Water Quality Monitoring

**C.8 ► Water Quality Monitoring**

State below if information is reported in a separate regional report. Municipalities can also describe below any Water Quality Monitoring activities in which they participate directly, e.g. participation in RMP workgroups, fieldwork within their jurisdictions, etc.

Summary: See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

Section 9 – Provision C.9 Pesticides Toxicity Controls

<b>C.9.a ▶ Adopt an Integrated Pest Management (IPM) Policy or Ordinance</b>			
(For FY 09-10 Annual Report only) Attach a copy of your individual IPM ordinance or policy.	<input checked="" type="checkbox"/>	<b>Attached</b>	<input type="checkbox"/> <b>Not attached, explain below</b>
Please See Attachment D-C.9.1.			

<b>C.9.b ▶ Implement IPM Policy or Ordinance</b>	
Report implementation of IPM BMPs by showing trends in quantities and types of pesticides used, and suggest reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbaryl, and fipronil. A separate report can be attached as evidence of your implementation.	
Summary: We do not use any of the above pesticides. Our basic weed control program at the present utilizes all caution material with the emphasis on the newer chemistries that are utilized in small amounts (Oz's) with more special mode of action that is unique to the plant types we are trying to control. These are applied after a survey of the areas and identification of weed types, whether they are invasive, the population and potential to disrupt our operations. The response varies from rural farmed and open area to urban interface.	

<b>C.9.c ▶ Train Municipal Employees</b>	
Enter the number of employees that applied or used pesticides (including herbicides) within the scope of their duties this reporting year.	6
Enter the number of these employees who received training on your IPM policy and IPM standard operating procedures within the last 3 years.	6
Enter the percentage of municipal employees who apply pesticides who have received training in the IPM policy and IPM standard operating procedures within the last three years.	100

<b>C.9.d ▶ Require Contractors to Implement IPM</b>			
Did your municipality contract with any pesticide service provider in the reporting year?	<input checked="" type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/> <b>No</b>
If yes, attach one of the following: Please see Attachment D-C.9.2.			
<input type="checkbox"/>	Contract specifications that require adherence to your IPM policy and standard operating procedures, OR		
<input type="checkbox"/>	Copy(ies) of the contractors' IPM certification(s) or equivalent, OR		
<input type="checkbox"/>	Equivalent documentation.		
If not attached, explain:			

**C.9.e ▶ Track and Participate in Relevant Regulatory Processes**

Summarize participation efforts, information submitted, and how regulatory actions were affected **OR** reference a regional report that summarizes regional participation efforts, information submitted, and how regulatory actions were affected.

Summary:

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

**C.9.f ▶ Interface with County Agricultural Commissioners**

Provide a summary of improper pesticide usage reported to County Agricultural Commissioners and follow-up actions to correct violations, if any. A separate report can be attached as your summary.

Summary:

No occurrences

**C.9.h.ii ▶ Public Outreach: Point of Purchase**

Provide a summary of public outreach at point of purchase, and any measurable awareness and behavior changes resulting from outreach (here or in a separate report); **OR** reference a report of a regional effort for public outreach in which your agency participates.

Summary:

See description of Our Water Our World activities in the Clean Water Program FY 2009/10 Report. See BASMAA FY 2009/10 report on the Our Water Our World program.

See PIP event C.7.e. and Attachment A, Native Garden Tour.

**C.9.h.vi ▶ Public Outreach: Pest Control Operators**

Provide a summary of public outreach to pest control operators and landscapers and reduced pesticide use (here or in a separate report); **OR** reference a report of a regional effort for outreach to pest control operators and landscapers in which your agency participates.

Summary:

See Clean Water Program FY 2009/10 Report.

Section 10 - Provision C.10 Trash Load Reduction

**C.10.a.i ▶ Short-Term Trash Loading Reduction Plan**

*(For FY 10-11 Annual Report only)* Provide description of actions/tasks initiated/conducted/completed in developing a Short-Term Trash Loading Reduction Plan (due February 1, 2012).

Description:

**C.10.a.ii ▶ Baseline Trash Load and Trash Load Reduction Tracking Method**

*(For FY 10-11 Annual Report only)* Provide description of actions/tasks initiated/conducted/completed to gather trash loading data and develop a Baseline Trash Load and Trash Load Reduction Tracking Method (due February 1, 2012).

Description:

**C.10.a.iii ▶ Minimum Full Trash Capture**

*(For FY 10-11 Annual Report and Each Annual Report Thereafter)* Provide a description of actions/tasks initiated/conducted/completed in implementing Minimum Full Trash Capture Devices (due July 1, 2014) within individual jurisdictions. Include information on Full Trash Capture Devices installed under Bay-area Wide Trash Capture Demonstration Project administered by San Francisco Estuary Partnership.

Description:

**C.10.b.iii ▶ Trash Hot Spot Assessment**

*(For FY 10-11 Annual Report and Each Annual Report Thereafter)* Provide volume of material removed from each Trash Hot Spot cleanup, and the dominant types of trash (e.g., glass, plastics, paper) removed and their sources to the extent possible. Provide required photo documentation.

Fill out the following table or attach a summary of the following information.

Trash Hot Spot	Cleanup Date	Volume of Material Removed	Dominant Type of Trash	Trash Sources (where possible)
Water body: Seminary Creek Zone 12 I Line				

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**C.10 – Trash Load Reduction**

**Permittee Name: ACF&WCD**

Site Location: At Rainbow Recreation Center 5800 International Blvd. Oakland, Ca 94621 then upstream of 16th St. (Rainbow)				
Water body: Seminary Creek I Line (Lower reach) Site Location: South side of Coliseum Swap Meet 5401 Coliseum Way Oakland Ca 94601 (Swap meet 2)				
Waterbody: Zone 5 Line C Site Location: 1,000 upstream from the Logan Drive, Fremont				
Waterbody: Ward Creek Site Location: 300 Feet upstream of the 20 tide gate structure, Hayward				
Water body: Peralta Creek Zone 12 F Line Site Location: North side of Coliseum Swap Meet 5401 Coliseum Way Oakland, Ca 94601 (Swap meet)				
Waterbody: Ward Creek Site Location: 300 feet downstream of Folsom Avenue, Hayward				
Waterbody: Zone 5 Line D Site Location: 300 feet upstream from the confluence of Line D with Line B, Newark				
Waterbody: Ward Creek Site Location: 300 Feet				

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**C.10 – Trash Load Reduction**

**Permittee Name: ACF&WCD**

upstream of the 20 tide gate structure, Hayward				
Waterbody: San Lorenzo Creek Zone 2 B Line Site Location: Up and down stream of Washington Ave. at the City of San Leandro and City of San Lorenzo border. (Washington Ave.)				
Waterbody: Agua Caliente Creek Zone 6 Line E Site Location: 300 feet upstream from the confluence of Line F with Line E				

**C.10.d ► Summary of Trash Load Reduction Actions**

Provide summary of new trash load reduction actions or increased levels of implementation of existing actions that were implemented after adoption of the MRP (control measures and best management practices) including the types of actions and levels of implementation, and the total trash loads and dominant types of trash removed from each type of action.

Suggested trash load reduction actions to track and report may include:

- Anti-litter Campaigns
- Anti-litter/Dumping Enforcement Activities
- Curbside Recycling Programs
- Education and Outreach Efforts
- Free Trash Pickup/Dropoff Days
- County HHW Program Activities
- Improved Trash Bin Management
- Inspection/Maintenance of Storm Drain Outfalls
- Litter Pickup and Control
- Removal of Homeless Encampments
- Solid Waste Recycling Efforts
- Source Controls/Bans/Prohibitions
- Storm Drain Operation and Maintenance
- Storm Drain Signage/Marking
- Street Sweeping Activities
- Trash Removal from Receptacles
- Volunteer Creek Cleanups

Type of Trash Load Reduction Action	Date of First Implementation	Level of Implementation (specify if level was increased after MRP adoption)	Total Trash Load Removed by Action	Dominant Types of Trash Removed by Action
Media pitch focused on plastic bags implemented regionally (See BASMAA FY 2009/10 report on the Regional Media Relations effort.)				
See C.7.g. Citizen Involvement Events				

Section 11 - Provision C.11 Mercury Controls

**C.11.a.i ► Mercury Recycling Efforts**

List below or attach lists of efforts to promote, facilitate, and/or participate in collection and recycling of mercury containing devices and equipment at the consumer level (e.g., thermometers, thermostats, switches, bulbs).

The County of Alameda, in conjunction with the cities within the County, operates three HHW facilities. Recycled 34,458 pounds of mercury containing fluorescent tube and compact lamps during FY 2008/2009. The total for 2009/2010 will not be available until late September. The County organizes an internal battery recycling program

**C.11.a.ii ► Mercury Collection**

Provide an estimate of the mass of mercury collected through these efforts, or provide a reference to a report containing this estimate.

Amount collected:

The methodologies for estimating the mass of mercury collected through mercury collection and recycling efforts are currently in development and are due to the Water Board by September 15, 2010 (see POC and Monitoring Regional Supplement). Therefore, estimates could not be made for FY 9-10. Estimates of the mass of mercury collected through recycling effort during 09-10 will be provided with the BASMAA Regional POC FY 10-11 Annual Report.

- C.11.b ▶ Monitor Methylmercury**
- C.11.c ▶ Pilot Projects to Investigate and Abate Mercury Sources in Drainages**
- C.11.d ▶ Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices**
- C.11.e ▶ Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit**
- C.11.f ▶ Diversion of Dry Weather and First Flush Flows to POTWs**
- C.11.g ▶ Monitor Stormwater Mercury Pollutant Loads and Loads Reduced**
- C.11.h ▶ Fate and Transport Study of Mercury In Urban Runoff**
- C.11.i ▶ Development of a Risk Reduction Program Implemented Throughout the Region**
- C.11.j ▶ Develop Allocation Sharing Scheme with Caltrans**

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary:

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

Section 12 - Provision C.12 PCBs Controls

**C.12.a.i,iii ► Municipal Inspectors Training**

*(For FY 09-10 Annual Report only)* List below or attach description of results of training municipal industrial inspectors to identify, in the course of their existing inspections, PCBs or PCB-containing equipment.

Description: See Clean Water Program FY 2009/10 Report.  
NA for District

**C.12.a.ii,iii ► Ongoing Training**

*(For FY 10-11 Annual Report and Each Annual Report Thereafter)* List below or attach description of ongoing training development and inspections for PCB identification, including documentation and referral to appropriate regulatory agencies (e.g. county health departments, Department of Toxic Substances Control, California Department of Public Health, and the Water Board) as necessary.

Description:

- C.12.b ▶ Conduct Pilot Projects to Evaluate Managing PCB-Containing Materials and Wastes during Building Demolition and Renovation Activities**
- C.12.c ▶ Pilot Projects to Investigate and Abate On-land Locations with Elevated PCB Concentrations**
- C.12.d ▶ Conduct Pilot Projects to Evaluate and Enhance Municipal Sediment Removal and Management Practices**
- C.12.e ▶ Conduct Pilot Projects to Evaluate On-Site Stormwater Treatment via Retrofit**
- C.12.f ▶ Diversion of Dry Weather and First Flush Flows to POTWs**
- C.12.g ▶ Monitor Stormwater PCB Pollutant Loads and Loads Reduced**
- C.12.h ▶ Fate and Transport Study of PCBs In Urban Runoff**
- C.12.i ▶ Development of a Risk Reduction Program Implemented Throughout the Region**

State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below.

Summary:

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

Section 13 - Provision C.13 Copper Controls

**C.13.a.i and iii ► Legal Authority: Architectural Copper**

*(For FY 10-11 Annual Report only)* Do you have adequate legal authority to prohibit discharge of wastewater to storm drains generated from the installation, cleaning, treating, and washing of the surface of copper architectural features, including copper roofs to storm drains?

	Yes		No
--	-----	--	----

If **No**, explain and provide schedule for obtaining authority within 1 year:

**C.13.b.i and iii ► Legal Authority: Pools, Spas, and Fountains**

*(For FY10-11 Annual Report only)* Do you have adequate legal authority to prohibit discharges to storm drains from pools, spas, and fountains that contain copper-based chemicals?

	Yes		No
--	-----	--	----

If **No**, explain and provide schedule for obtaining authority within 1 year:

**C.13.c ► Vehicle Brake Pads**

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

**C.13.d.iii ► Industrial Sources Copper Reduction Results**

List below or attach annotated lists or tables from your Industrial and Commercial Site Controls portion of this report, that highlight copper reduction results among the facilities identified as potential users or sources of copper, facilities inspected, and BMPs addressed. For FY09-10 describe below or highlight in the C.4 Evaluation portion (if provided) of this report the steps taken to revise your program to meet new data tracking and reporting requirements for implementation levels described in C.13.d.ii.

Summary  
 NA for District

**C.13.e ► Studies to Reduce Copper Pollutant Impact Uncertainties**

Revised. Description reads "State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below."

Summary:

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

Section 14 - Provision C.14 PBDE, Legacy Pesticides and Selenium Controls

**C.14.a ► Control Programs for PBDEs, Legacy Pesticides and Selenium Controls**

Revised. Description reads "State below if information is reported in a separate regional report. Municipalities that participate directly in regional activities to can provide descriptions below."

Summary:

See BASMAA MRP Regional Supplement for POCs and Monitoring Annual Reporting for FY 2009/2010.

**Section 15 - Provision C.15 Exempted and Conditionally Exempted Discharges**

**C.15.b.iii.(1), C.15.b.iii.(2) ► Planned and Unplanned Discharges of Potable Water**

Is your agency a water purveyor?  Yes  No

If **No**, skip to C.15.b.vi.(2):

If **Yes**, Complete the attached reporting tables or attach your own table with the same information. Describe program highlights below. For FY 09-10 only, describe steps taken to revise your program to meet new monitoring, data tracking and reporting requirements.

Summary:  
 NA for District

**C.15.b.vi.(2) ► Irrigation Water, Landscape Irrigation, and Lawn or Garden Watering**

Provide implementation summaries of the required BMPs to promote measures that minimize runoff and pollutant loading from excess irrigation. Generally the categories are:

- Promote conservation programs
- Promote outreach for less toxic pest control and landscape management
- Promote use of drought tolerant and native vegetation
- Promote outreach messages to encourage appropriate watering/irrigation practices
- Implement Illicit Discharge Enforcement Response Plan for ongoing, large volume landscape irrigation runoff.

Summary:  
 Please see C.7.e. Outreach Events



**C.15.b.iii.(2) ► Unplanned Discharges of the Potable Water System**

Site/ Location	Discharge Type	Receiving Waterbody(ies)	Date of Discharge	Discharge Duration (military time)	Estimated Volume (gallons)	Estimated Flow Rate (gallons/day)	Chlorine Residual <sup>2</sup> (mg/L)	pH <sup>2</sup> (standard units)	Discharge Turbidity (Visual) <sup>2</sup>	Implemented BMPs & Corrective Actions	Time of discharge discovery	Regulatory Agency Notification Time <sup>4</sup>	Inspector arrival time	Responding crew arrival time

Notes:

1. This table contains all of the unplanned discharges that occurred in this FY.
2. Monitoring data is only required for 10% of the unplanned discharges. If you monitored more than 10% of your unplanned discharges report all of the data collected.
4. Notification to Water Board staff is required for unplanned discharges where the chlorine residual is >0.05 mg/L and total volume is ≥ 50,000 gallons. Notification to State Office of Emergency Services is required after becoming aware of aquatic impacts as a result of unplanned discharge or when the discharge might endanger or compromise public health and safety.

Attachment A:

C.7.1 ACRCDD FY09/10 Final Report

C.7.2 Oakland Clean Creeks FY09/10 Summary

C.7.3 Native Garden Tour FY09/10 Summary

C.7.4 Native Garden Tour FY09/10 Final Report

C.7.5 Friends of Sausal Creek Annual Activities Report FY09/10

C.7.6 Friends of San Leandro Annual Activities Report FY09/10

## **ACRCD FY2010 Activities**

### **Task 1 Youth Stewardship - Hands-On Conservation**

The Hands-On Conservation Program provides opportunities for outdoor stewardship activities for young adults of middle school through college age to increase knowledge of natural resources and protection of watersheds through hands-on activities that include water quality improvement activities at local creeks, stewardship education and creekside habitat restoration. Activities include age appropriate elements of watershed education and career development.

#### ***William Cann Park Native Plant Trail – Union City***

Organized 12 volunteer workdays during FY10 along Old Alameda Creek in William Cann Park in Union City. Volunteers learned how the creek and riparian habitat can be enhanced and protected. Students engaged in planting native trees, shrubs and perennials in the creek side area along an informal trail, placing mulch, pulling weeds and installing irrigation, and maintaining the trail. Other activities included pulling ivy off of the trunks of the large native trees that grow on the stream banks, and picking up trash in and along the creek. Students from Logan High School and other youth and community members participated in a concert with their freshman science teacher, and received credit for community service hours.

*Some of the workdays with extra activities included:*

- Make a Difference Day workday at the site (10/24/09) included close coordination with Union City parks for tool loan, publicity, and assistance, and coordination of our volunteers with theirs to help with plantings and trash pick-up. Conducted planning, publicity and communications with city staff. Coordinated with city to get more tools into shed, and irrigation water supplied at planting area. Included follow up to Eagle Scout service project – repaired trail and replanted plants.
- DriWater Demonstration- November 21 workday at Cann Park included installation of a group of native plants that featured a demonstration of the use of Driwater, an alternative to a built irrigation system. At the December 19<sup>th</sup> workday, the volunteers checked the Driwater, improved the trail and seeded wildflowers.
- Earth Day at William Cann Park with students and teacher from Logan High School freshman biology program. Approximately 30 students helped with plantings and trash cleanup on April 24<sup>th</sup> in honor of Earth Day.
- Consulted with tech staff from the DriWater Company to determine irrigation needs of plantings for summer and fall; placed order. Planned staff workday for July 8<sup>th</sup> to replenish DriWater in planted area and meet with city parks staff to discuss weeding needs.

***Sunol AgPark-***

-Students from Head-Royce School in Oakland spent two mornings planting native plants in March and April at the Sunol AgPark, a local, organic farm, and learned about stewardship practices associated with farm and watershed land along the Arroyo de la Laguna. Approximately 80 students and 20 adults and teachers installed native plants and spread mulch in the Streamside Hedgerow and Filter Strip, a creek setback area within the farm which functions to improve infiltration and filter sediment from farm runoff, and to support pollinators and other beneficial insects important to the organic farm. A visit to the creek was conducted in order to introduce the students to the ecologically valuable riparian corridor.

-Additional workdays for installation of riparian buffer/filter strip at AgPark in Sunol in July, August and November. Presentation on hedgerow to visitors at AgPark Field Day on May 21. Community members from the town of Sunol turned out to work with staff in a Saturday March 27 weeding and mulching workday in the native plant hedgerow.

***Earth Day 2010 Creek Clean Up at Alameda Creek in Niles***

Planned and conducted a 4/17/10 Earth Day creek clean up at Alameda Creek in Fremont- one of the Alameda Creek Watershed Council's adopted spots. Publicized to Logan High School students. Trained staff member in trash cleanup procedures and safety.

***Other Activities***

- Staffed a table with program display at 4/2/10 James Logan High School Community Service Fair in Union City.
- Planting demo with students at Logan High School on May 7<sup>th</sup> in prep for student-led Sustainability Club planting as part of campus wide cleanup day.
- Staffed HOC table at Moreau High School Eco Faire in Hayward on 4/22/10 and followed up with students who wanted to volunteer.
- Conducted May 8<sup>th</sup> watershed tour with Las Positas College Bound Scholars
- Workday photos posted on the Hands-On Conservation webpage (Cann Park and Sunol): <http://www.acrcd.org/news-events/photo-gallery.aspx>
- Ordered signs and planned locations for creek signs to be installed at workdays in Fall 2010 along Old Alameda creek at the park.

**Task 2 Palomares School Watershed Education -**

Through this program, hands-on, site- specific creek and watershed lessons are taught to Palomares students and to classes from schools in the San Lorenzo Creek watershed. Palomares Creek, which flows along the edge of the school campus, was restored by the Alameda County Flood Control District and other partners in 2000-2001. A creekside trail and outdoor classroom area was also developed at that time. A curriculum was developed for the program which meets state standards and is directed and taught by Sherry Johnson, a credentialed teacher and ACRCDD staff member. After school programs include Junior Naturalists and Palomares Creek Tour Guides. This program has been ongoing since 2001.

### FY2010 Activities

- Conducted **116** creek and watershed-based lessons for Palomares School classes throughout the school year. Lessons are matched to K to 5<sup>th</sup> grade levels and are based on state standards. The curriculum continues to be developed in response to teacher and student needs. Supplies and equipment were purchased, including work gloves for students for restoration work, magnifying glasses and viewing scopes for study of aquatic organisms from the creek.
- Watershed EXPO  
Coordinated, organized and hosted an all-day Watershed Science Expo at Palomares School that was held on 5/21/10. **9** schools from Castro Valley and San Lorenzo participated; **970** students, **45** teachers and **220** chaperones. 2 busses were provided to bring in students from two San Lorenzo schools that lack funds. Extensive coordination was undertaken with the Palomares Parent Club in organizing and supporting the event; **102** volunteers worked **565** hours. \$1560 in donated food was made available. **26** agencies/environmental organizations volunteered to be exhibitors during the day.  
-staff conducted Watershed Protectors lessons at a station next to the creek for approximately 10 groups of students. Staff also led short informal tours of the creek for those groups which had time constraints. Traffic control assistance and parking arrangements are also made. Sherry followed up with the school principal and staff re evaluation of the 5/21/10 Watershed Science Expo and began planning for next year's event.  
-Jr. Naturalists Program: In March 2010 the Junior Naturalists after school program began with **51** students participating. – **15** of the 3<sup>rd</sup>-5<sup>th</sup> grade students enrolled in the after- school program are trained as Creek Tour Guides and gave creek tours to many groups of students during the Expo. An additional teacher at the school assisted Sherry with this program.  
**3** Creek area and trail maintenance days-  
- Organized a trail maintenance day in early May with school volunteers in preparation for the Expo.  
- An invasive plant removal day was held in December at Palomares Creek with students from all grade levels at the school participating.  
-A school-wide pre-summer cleanup of invasive plants and garden areas was done by all classes at the school on 6/15/10.
- Visiting schools  
Staff coordinated with other teachers in the school districts within the San Lorenzo Creek watershed to encourage them to visit the campus and conduct creek studies with their students. **3** classes from Marshall School in Castro Valley attended.  
Prep for FY11-
- Staff coordinated with teachers in planning a training workshop for fall 2010 for teachers who want to bring classes to the Palomares campus for creek studies.

**Task 3 Bringing Back the Natives 2009 Garden Tour- Kathy Kramer Consulting**

Tasks performed by Kathy for this subcontract includes work done in preparation for the May 2010 garden tour. The garden tour was held 5/2/10. October 2009 completed contract development with Kathy; invoiced and paid Kathy.

**Task 4 Equine Facilities- Site Evaluation Workbook and Workshop**

Continued development of Equine Facility Site Evaluation worksheets. Collaborated with Contra Costa County RCD in developing and presenting on 7/18/09 a six hour Horse Keeping for Healthy Watersheds workshop. Developed workshop materials, updated and provided local mailing list, helped publicize and participated in the workshop for Alameda and Contra Costa county equine facilities.

**Task 5a. LeBeau Consulting subcontract for San Lorenzo Creek Watershed strategic planning**

Q1 and Q2: Work has been completed by Michelle LeBeau for this task. The final San Lorenzo Creek Watershed Community Assessment report was completed September 2009. A contract amendment to extend the contract to 12/31/09 approved on 6/24/09.

**Alameda County Watershed Forum- technical services**

Contract with Michelle LeBeau Consulting (3/27/09-12/31/09; extended to 3/31/10) During fall and winter 2009 Michelle met with the Forum steering committee, developed the strategic plan, helped develop the fiscal sponsorship document and the coordinator contract template, developed a Forum website, conducted a training for the forum and other attendees, negotiated with the Rose Foundation for fiscal sponsorship for foundation grants, wrote funding proposals, completed coordinator hiring tasks, coordinated with Amy Evans at ACRCO for administrative purposes. The contract was extended to 3/31/10 to allow completion of tasks, primarily grantwriting, and training of new Forum coordinator.

**Proposal for FY11- Task 5 Creek Care Guide Template**

Developed and submitted a proposal for a new Task 5 for FY11 for developing an online "template" creek care guide for Alameda County and an update of the current San Lorenzo Creek Care Guide.

**Task 6 Alameda Creek Watershed Coordination Tasks**

Tasks included coordination, planning, education, outreach, and facilitation in order to improve Alameda Creek Watershed conditions, and participation with the Alameda County Watershed Forum and its steering committee.

- Planning and publicizing of four regular Alameda County Watershed Council meetings  
- Helped organize, in coordination with ACWC workgroup and SFEI, the 1<sup>st</sup> ACWC Annual Conference held October 2009

-ACWC tours, events and activities as part of planning workgroup:

- Developed and lead 4/22/10 tour of Arroyo del Valle and Arroyo Mocho creeks in Livermore and Pleasanton with speakers informing the group of recently implemented and planned restoration areas to improve fisheries potential.

- Tour of two stops along Old Alameda Creek, and the Tule Ponds education center in Fremont as part of the January 2010 ACWC meeting.
- Collaborated with Friends of Arroyos and Springtown Preserve, Las Positas College teacher for site visit to Springtown Preserve July 23.

-Report to Council on status of stewardship projects- watershed signage, and planning for workdays at adopted spots.

-Held workdays at ACWC adopted spots along Alameda Creek in Fremont and Union City (see description under Task 1 stewardship for Hands-On Conservation youth participation).

-Continually updated ACWC webpage including uploading agendas and meeting summaries, Council workgroups information, and adopted spots information.

Webpage: [www.acrcd.org/WatershedCouncil.aspx](http://www.acrcd.org/WatershedCouncil.aspx)

- ACWC 2010 photo contest documents developed, posted on website, prepared materials for contest judging at ACWC annual conference

- As part of FY11 action plan, proposed developing text for an Alameda Creek Watershed Creek Care Guide that would be based on the Alameda County Creek Care Guide Template to be developed as Task 5.

- Planned series of summer workdays at ACWC adopted spots along Alameda Creek; planning with city of Fremont for September Coastal Cleanup Day event at the Niles staging area spot.

-Ordered watershed/creek signs and calendared installation events.

Alameda County watershed Forum-

-Participated on steering committee of Alameda County Watershed Forum, attended regular Forum steering committee meetings. Report on Alameda Creek Watershed Council activities at Forum meetings.

- Assisted with Alameda County Watershed Forum technical assistance work with Michelle LeBeau, and attended regular Forum and steering committee meetings at which the strategic plan for the Forum was developed. Worked on fiscal sponsorship contract and forum coordinator contract template with input from county counsel.

- Developed FY11 action plan, proposed new subtask of developing text for an Alameda Creek Watershed Creek Care Guide that would be based on the Alameda County Creek Care Guide Template to be developed as Task 5.

### **Alameda County Watershed Forum- technical services**

Contract with Michelle LeBeau Consulting (3/27/09-12/31/09; extended to 3/31/10)

During fall and winter 2009 Michelle met with the Forum steering committee, developed the strategic plan, helped develop the fiscal sponsorship document and the coordinator contract template, developed a Forum website, conducted a training for the forum and other attendees, negotiated with the Rose Foundation for fiscal sponsorship for foundation grants, wrote funding proposals, completed coordinator hiring tasks, coordinated with Amy Evans at ACRCd for administrative purposes. The contract was extended to 3/31/10 to allow completion of tasks, primarily grantwriting, and training of new Forum coordinator.

### **Task 7 Alameda County Watershed Forum (ACRCD subcontract)**

*The Alameda County Watershed Forum coordinator works to assist watershed groups in the county. Tasks include maintaining a website that provides a calendar and resources for creek groups, and providing training, field tours, information and resources to support watershed groups and watershed stewards in the County.*

- Betsy Diaz, Forum Coordinator, began work in January 2010 as a subcontractor to ACRCD to lead the Forum and participate in the steering committee. She participated with the Forum Steering Committee in planning and publicizing a 3/2/10 tour of the restoration projects along Sausal Creek Watershed and the Friends of Sausal Creek Native Plant Nursery for approximately 15 participants. She conducted a tour on 6/8/10 of Oakland's Measure DD supported creek restoration and stormwater treatment improvements at Lake Merritt for approx. 20-25 Forum members, creek group representatives, agency staff and others.
- Betsy coordinates with steering committee members, watershed groups and agency partners to increase awareness of the county's watersheds and create enhanced opportunities for restoration.
- Betsy updated the annual workplan for FY11 for her position.
- Betsy also gathers information and updates the Forum's website- [www.alamedacountywatersheds.org](http://www.alamedacountywatersheds.org)
- Betsy submitted monthly reports and invoices to ACRCD.

### **Alameda County Watershed Forum- technical services (Michelle LeBeau subcontract)**

Contract with Michelle LeBeau Consulting (3/27/09-12/31/09; extended to 3/31/10) During fall and winter 2009 Michelle met with the Forum steering committee, developed the strategic plan, helped develop the fiscal sponsorship document and the coordinator contract template, developed a Forum website, conducted a training for the forum and other attendees, negotiated with the Rose Foundation for fiscal sponsorship for foundation grants, wrote funding proposals, completed coordinator hiring tasks, coordinated with Amy Evans at ACRCD for administrative purposes. Most work has been completed; however contract was extended to 3/31/10 to allow completion of tasks, primarily grantwriting, and training of new Forum coordinator

### **Task 8 Watershed Adventures Program**

Completed the 09/10 Watershed Adventures program in 4<sup>th</sup> grade classes in Alameda County; **166 out of 169 programs contracted for were completed** in cities and unincorporated areas of west county. Conducted two presentations per class; Watershed Explorers followed one week later by Watershed Expressions.

Webpage: <http://www.acrcd.org/YouthEducation/WatershedAdventuresProgram.aspx>

- Developed and submitted quarterly reports to the Alameda Countywide Clean Water Program. Final report included; list of schools visited, contact teacher names and presentation dates, number of presentations completed per school and city, tally of teachers' evaluations, and list of teacher comments and T-Shirt Art Contest winners. Monthly progress reports with the final invoice for the project.
- Awards were mailed to classroom and city winners for T-shirt Art contest.

-Beginning in March 2010, the Watershed Adventures program began a process of review and evaluation; one of the outcomes of this process is a new name for the program, "Watershed Protectors (WP). The program is a two-part presentation in 4<sup>th</sup> grade classes, featuring an introductory classroom presentation similar to the Watershed Adventures program that is followed a week later by the "schoolyard stewardship activities" which allow students the opportunity to take action in their schoolyard and put into practice the watershed protection concepts they learned in the classroom presentation. Piloting of the Schoolyard Stewardship activities was done at Palomares School in Castro Valley and Searles School in Union City. Watershed Protectors Program documents and initial website content was developed in June.

-Time was also spent in developing a proposal for additional funds for enlarging the scope of the program to serve additional students in Alameda County.

- Watershed Adventures station at 5/21/10 Palomares Watershed Expo at which 10-12 groups of students rotated through for 20 minute lesson at the watershed model and studying aquatic insects from Palomares Creek.

-A budget and action plan for the FY11 program was developed and presented to the Flood Control District (as part of this contract.)

New Task 8- Creek Restoration in your Community (new task under consideration)

An action plan and budget for developing and piloting a new program, "Creek Restoration in Your Community" was developed and submitted to Sharon Gosselin. This program would take 4th-6th grade students to the Flood Control District's creek restoration sites and teach why and how such restoration is done at local creeks. The curriculum would be fitted to each site, involve hands-on learning stations, stewardship activities, and would meet state standards. Students would have a pre-field trip classroom presentation that would include elements of the Watershed Protectors program and which would provide context and prepare them for the field trip.



# CITY OF OAKLAND



250 Frank H. Ogawa Plaza, Suite 5301

OAKLAND, CALIFORNIA 94612-2034

Public Works Agency  
Environmental Services Division

FAX (510) 238-7286  
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September 13, 2010

## **Clean Creeks Agreement – Annual Program Summary – FY 2009/2010**

### **Creek Cleanup Volunteerism and Outreach Program Updates**

#### Program Area 1: Adopt a Creek

The Adopt a Creek Program has grown substantially over the year; from 12 active sites last fiscal year to 18 sites at the close of this fiscal year. To further increase the visibility of this stewardship program, we've designed signage recognizing our Adopt a Creek groups that will be installed at each location. The signs will list our website and phone number so interested individuals can contact our program for more details. The signs will be installed prior to our annual creek stewardship event, Creek to Bay Day. Another enhancement to our Adopt a Creek program is the development of an online volunteer tracking system that allows volunteers to log their hours online. The system also allows each volunteer group to have their own website to allow for better electronic communication and outreach. We have also developed an Adopt a Creek orientation and resource packet to help new and existing groups build and manage stewardship activities at their sites.

#### Program Area 2: Community Creek Efforts

Throughout the year our program sponsored a range of creek cleanup and beautification events. There were 216 creek cleanup events last year. We have enhanced our outreach strategies by incorporating more electronic forms of communication to reach out to the community about community creek events. We have also built relationships with many community organizations to create a more consistent volunteer base for our ongoing and citywide creek events as well as host workdays for those groups to volunteer in large numbers.

#### Program Area 3: Citywide Creek Cleanup Events

The City hosts two citywide cleanup events per year, Creek to Bay Day and Earth Day. Creek to Bay Day brought together 1,052 volunteers to clean up 24 creek locations throughout Oakland. Volunteers picked up over 2 tons of trash from Oakland's creeks, estuary and Lake Merritt and removed nearly 300 cubic yards of non-native greenwaste to allow native plants to flourish. On Earth Day, 4,088 volunteers participated in this citywide beautification effort. Nineteen of the 40 active volunteer sites were creek sites. Almost 900 volunteers assisted in cleanup and beautification activities at creek sites and Lake Merritt.

#### Program Area 4: Creeks Website

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Fiscal Year 2009/2010 brought many new developments to our creeks website, [www.oaklandcreektobay.org](http://www.oaklandcreektobay.org). Our website provides interested individuals with a plethora of information regarding the City's creek to bay protection efforts, volunteer opportunities available and general education as to the importance of watershed protection and the impacts of pollution on our waterways. We are in the process of developing of an online volunteer tracking system that allows volunteers to log volunteer hours online. The system also allows each volunteer group to have their own website to allow for better electronic communication within the group and outreach to the community. Progress was also made on the development of a community creeks map. The map will be integrated into the existing site and highlight our Adopt a Creek sites, Lake Merritt and other key locations within the watershed.

#### Program Area 5: Periodic Press Release

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Press releases are issued for large citywide watershed clean up events in an attempt to spread the word to the greater community about efforts being undertaken by our program as well as opportunities to get involved. We attempt to send two press releases prior to each citywide event (two weeks prior and two days prior).

#### **For further information, please contact:**

**Bryn Samuel**  
**Environmental Resources Analyst**  
**City of Oakland Public Works Agency**  
**250 Frank Ogawa Plaza, Suite 5301**  
**Oakland, CA 94612**

## **Bringing Back the Natives Garden Tour 09/10 Summary Report**

### **Event Details:**

The Alameda County Flood Control and Water Conservation District Program sponsored the Bringing Back the Natives Garden Tour at the \$15,000. level. The Tour took place on Saturday and Sunday, May 2 and 3, 2010. The Tour showcases 50 gardens in Alameda and Contra Costa counties.

### **Description:**

The Bringing Back the Natives Garden Tour showcases 50 pesticide-free, water-conserving gardens in Alameda and Contra Costa Counties. This free Tour attracts homeowners, gardeners, and landscape designers.

Messages are:

- \* incorporate natives into their gardens (thereby reducing herbicide use and conserving water)
- \* encourage wildlife with plant choices
- \* group plants by water needs
- \* incorporate drought-resistant plants into their gardens
- \* increase the density of plantings to out-compete weeds (reducing herbicide use and conserving water)
- \* mulching to conserve water
- \* reduce pesticide use
- \* tolerate some insect damage
- \* install efficient irrigation
- \* amend their soil to conserve water and improve plant health
- \* reduce the size of their lawn to reduce pesticide and water use
- \* compost
- \* reduce the amount of hardscape in their gardens.
- \* grasscycle

### **Evaluation of Effectiveness:**

- Estimated overall attendance at the event – 6,177 registrants over-all.
- Number of people that visited the booth – 29 Alameda County gardens were on the tour.
- 2,617 registrants were from cities located in Alameda County.
- 8,772 garden visits were made to the gardens located in Alameda County.

### ***Behavior Change Results in Repeat and First-Time Registrants:***

#### ***Behavior Change***

81% of repeat registrants said they had changed their gardening practices because of their participation in the Tour.

21% of respondents had incorporated natives into their gardens (thereby reducing herbicide use and conserving water)

13% were encouraging wildlife with plant choices

17% had grouped plants by water needs and incorporated drought-resistant plants into their gardens

12% had increased the density of plantings to out-compete weeds (reducing herbicide use and conserving water)

7% had begun mulching

9% had reduced pesticide use

9% were tolerating some insect damage  
7% had installed efficient irrigation  
5% had amended their soil  
6% had reduced the size of their lawn  
5% were composting  
3% had reduced the amount of hardscape in their gardens.  
3% were grasscycling

***Repeat visitors were highly motivated to make changes in their gardens. When asked what they planned to do:***

39% planned to increase the density of plantings to out-compete weeds  
33% to group plants of similar water needs  
23% to install efficient irrigation  
25% to encourage wildlife  
22% to reduce the size of their lawn  
19% to incorporate native plants into their gardens  
19% to mulch  
16% to amend their soil with compost  
16% to minimize hardscapes  
15% to compost  
10% to tolerate some insect damage to plants  
10% to grasscycle  
6% to reduce or eliminate pesticide use

***First-time registrants***

The tour was highly motivating to first time registrants.

52% responded that they planned to increase the density of plants, thus helping to outcompete weeds and reduce water use  
52% planned to group plants by water needs  
50% planned to incorporate native plants into their gardens  
45% planned to incorporate drought-resistant plants into their gardens  
44% planned to encourage wildlife  
34% to reduce the size of their lawns  
31% to install efficient irrigation  
27% planned to mulch  
23% to compost and to amend their soils  
23% planned to tolerate some plant damage  
18% planned to reduce or eliminate pesticide use  
16% planned to reduce the amount of hardscape in their gardens

## **Bringing Back the Natives Garden Tour**

1718 Hillcrest Road  
San Pablo CA 94806  
(510) 236-9558

Kathy@KathyKramerConsulting.net  
www.BringingBackTheNatives.net

### **Final Report – 2010 Tour**

## **Bringing Back the Natives Garden Tour Sunday May 2, 2010**

### **Why a Native Plant Garden Tour?**

The spring 2010 Bringing Back the Natives Garden Tour was held in order to showcase pesticide-free, water-conserving gardens that reduce solid waste, provide habitat for wildlife, and contain 50% or more native plants.

The tour enlists local residents to demonstrate by example that seasoned and novice gardeners can garden with good results without the use of synthetic chemicals, and with minimal supplemental water, while providing food, shelter, and nesting areas for wildlife. Garden hosts show that it is possible to implement sustainable garden practices and still have beautiful places for people to relax in and enjoy. The goals of the Bringing Back the Natives Garden Tour are to motivate attendees to eliminate pesticide use, reduce water use, generate less solid waste, and provide habitat for wildlife in their own gardens.

Local California native plants survive naturally with only fall-to-spring rainfall. Once established in the garden setting, these plants need little or no summer water. In addition, California natives are hardy; they do not require the use of pesticides and fertilizers, as many non-natives do. Native plants also need less pruning than many non-natives, such as lawn, ivy, or cotoneaster, thus generating less green waste. Natives also provide the best habitat for birds, butterflies, beneficial insects and other forms of wildlife.

A four year study of water use, green waste generation, maintenance hours, and maintenance labor costs between a traditional garden and a California native plant garden was conducted by the City of Santa Monica. (See <http://www.smgov.net/epd/news/GardenGarden.htm>). The results of this study showed that the native garden used one tenth of the water that the traditional garden did; generated about half of the green waste; took half of the time to maintain; and cost 50% less to maintain than the traditional garden.

Tour gardens contain minimal or no lawn. This is of particular value since the majority of the chemicals purchased by homeowners support lawn care, and the majority of water used in home gardens is applied to lawns. According to the 2000 U.S. Fish and Wildlife Service's Division of Environmental Contaminants publication, "Homeowner's Guide to Protecting Frogs—Lawn and Garden Care," homeowners use up to 10 times more chemical pesticides per acre on their lawns than farmers use on crops. In addition, half of the water used by the average

household is applied to the landscape—with most of that water being applied to keep turf green. Eighty percent of the gardens included on the tour had no lawn, and the rest had lawns that were reduced in size to 5% - 50% of the gardened area.

### **2010 Bringing Back the Natives Garden Tour**

The Sixth Annual Bringing Back the Natives Garden Tour, which took place on Sunday, May 2, 2010, showcased fifty gardens located in seventeen cities and unincorporated areas in Alameda and Contra Costa counties (Alameda, Albany, Berkeley, Castro Valley, Clayton, Concord, El Cerrito, El Sobrante, Hayward, Livermore, Martinez, Moraga, Oakland, Orinda, Pinole, Richmond, and Walnut Creek).

A variety of gardens were featured on the tour. The gardens ranged from Jenny and Scott Fleming's 50 year old collector's garden to a number of gardens that had been recently installed, and from five acre lots to small front gardens in the flats. Tour gardens contained everything from local native plants to the horticulturally available suite of natives from throughout California. There were gardens designed and installed by owners, and also gardens designed and installed by professionals. The majority of the gardens (84%) were landscaped with between 70% to 100% native plants. Twenty percent of the gardens on this year's tour were offered by former registrants who had attended a previous Bringing Back the Natives Garden Tour and become inspired to transform their own garden.

In addition to the private gardens, a variety of public gardens were included on the tour. The public gardens included a butterfly garden on the grounds of an elementary school, U.C. Berkeley's California Native Bee research garden, and a National Historic Site.

### **Native Plant Sale Extravaganza**

In addition to the free day on May 2, in which 50 gardens were open for viewing, the Native Plant Sale Extravaganza took place throughout the week-end of May 1 and 2.

During the Native Plant Sale Extravaganza a number of native plant nurseries—some not normally open to the public, and others open only for limited hours—were open from 10:00–5:00 both Saturday and Sunday. Bringing Back the Natives Garden Tour registrants took advantage of this opportunity to shop for unique or hard-to-find native plants that are not normally available in most nurseries. This year ten nurseries took part in the Extravaganza, and over \$15,000 worth of natives were sold over the course of the week-end.

### **Number of registrants, volunteers, and garden visits**

The tour received overwhelming interest from the public; this year 5,920 people registered for the tour on-line; a 9% increase in registrants over last year's tour. On the day of the tour an additional 257 people visited the same day walk-in registration sites, which were set up in Alameda, Berkeley, Castro Valley, Concord, El Cerrito, Livermore, Martinez, Moraga, Oakland, and Richmond. With more than 6,000 registrants, this was the most well-attended tour yet.

On the day of the tour 15,594 garden visits were made. The number of visits to each garden varied from a low of 116 visitors at the Alameda Butterfly Habitat to a high of 762 at Clara Lai's garden in Walnut Creek. (See the end of this report for a list of the number of visitors counted at each garden).

More than 200 volunteers either worked at gardens for a half-day shift on the day of the tour, or helped with tour preparation and clean-up, contributing more than 800 hours of time to the tour.

### **Garden Talks**

More than 50 garden talks were given throughout the day on a plethora of subjects. Talk topics included how to: control weeds without using herbicides; water efficiently; create a drought-tolerant using natives; select, plant, and care for natives in general, and select natives for specific areas, such as shady locations; maintain a native plant garden; remove a lawn; design a native hillside garden; design and install a native garden yourself; keep honeybees; garden for wildlife in general, and natives bees and butterflies in particular; control erosion; and design a simple, low-maintenance native plant garden, among other topics.

### **The website**

The website, <http://www.BringingBackTheNatives.net>, was extremely popular, receiving more than 300,000 page requests over the course of the year.

The website contains numerous photographs of all of the gardens that have ever been on the tour (information on previous tours remains accessible on the website), extensive garden descriptions, plant lists for each garden, and some garden-specific bird, butterfly, mammal, reptile, and amphibian lists, as well as resource information on how to garden with California natives. The resource information includes contact information for landscaper designers with gardens on the tour, a list of Easy-to-Grow East Bay Natives, lists of nurseries that carry native plants, lists of reference books, "How I got started gardening with native plants" essays by several of the host gardeners, and more.

In order to attract hosts and volunteers, and to thank them for their time, four Garden Soirees—free, private tours of native plant gardens—were held in 2010. Garden Soirees offer host gardeners and volunteers the opportunity to see tour gardens that they would otherwise miss. They also create a feeling of camaraderie between hosts and volunteers, and provide a venue for people who are both knowledgeable and passionate about gardening with natives to meet and exchange information.

### **Misc. details**

Thirty of the gardens were at least partially wheelchair accessible. Fifteen of the gardens were certified by the National Wildlife Federation as Backyard Wildlife Habitat Gardens. The California Native Plant Society set up and manned tables at three gardens, and the Society's Native Here Nursery participated in the Native Plant Sale Extravaganza.

### **Carpooling and Gardener's Match**

The Carpooling area on the website encouraged registrants to sign up to carpool to the main tour. The Gardener's Match component of the website invites people to provide some information about their gardening interests, in hopes of matching them up with neighbors with similar interests.

### **Tour Partnerships**

The Bringing Back the Natives Garden Tour created partnerships with a variety of organizations that share common values—that chemical-free and water conserving gardening preserves water quality and quantity, and creates wildlife habitat. The list of major sponsors and supporters of this year's tour includes a flood control district, two county stormwater programs, two water districts, six cities and an unincorporated area, and a private foundation. The list of tour sponsors, who were credited on the fliers, evaluation forms, website, and in the printed garden guide, is provided below.

#### **Sponsors of the 2010 tour**

**\$15,000**

Alameda County Flood Control and Water Conservation District

**\$10,000**

Contra Costa Clean Water Program

**\$5,000**

Jiji Foundation

**\$4,000**

Contra Costa Water District

**\$3,000**

Contra Costa Watershed Program

**\$2,500**

Alameda Countywide Clean Water Program (a consortium of local agencies)

**\$2,000**

Bay Area Water Supply and Conservation Agency  
California Native Plant Society (East Bay Chapter)  
City of Alameda  
City of Richmond

**\$1,500**

City of El Cerrito

**\$1,000**

City of Antioch  
City of Pittsburg  
Zone 7 Water District

**\$500**  
City of Martinez

**Host Gardeners**

The gardens selected to take part in the tour are excellent examples of chemical-free and water-conserving gardens that provide habitat for wildlife. Hosts were chosen because of their willingness to be on site on the day of the tour to explain first-hand the techniques they use in their gardens, and their enthusiasm for and commitment to educating others about how to garden in environmentally sensitive ways.

Host gardener recruitment began in the spring of 2009 for the 2010 tour. Potential candidates completed an application, and applicants who met the criteria received a site visit. Host criteria were as follows:

- Gardener must reside in Alameda or Contra Costa County
- Gardener must use organic and/or natural techniques for pest control rather than synthetic pesticides
- Garden must demonstrate water conservation techniques. Examples include mulches, groundcover plants, drip or soaker hose irrigation, and the use of plants that do not require excessive watering during the dry part of the growing season.
- Gardener must be a good ambassador for chemical-free, water-conserving gardening: enjoy educating the public; and have the knowledge base to employ natural gardening techniques and share this information with the public.
- Garden must provide food, shelter and nesting areas for wildlife.
- Garden must contain 50% or more California native plants.
- No invasive plants are found in the garden.

Host's gardening experience ranged from native plant novices to professional landscape designers. All of the host gardeners were good ambassadors for natural gardening techniques.

**Host Comments from the 2010 evaluations:**

- The volunteers were so well prepared -- everything was so well set up for the hosts that it virtually insured that everything went smoothly. The volunteers for our garden were perfect; they did a spectacular job of making people feel welcome and providing information on plants. This was so exquisitely organized. Every detail was considered. It worked beautifully. We had 465 people in our little garden -- and the garden is smiling. Sharing our garden

made me appreciate it even more. Thank you so much for privilege of being on the tour.

- Over 250 people who passed through with gracious comments. A tiring, but perfect day. Thanks.
- I feel I touched and perhaps influenced others on this beautiful day!
- Having all the materials and instructions so well organized and ready to go was so helpful. You must have done some work as an election precinct polling place officer; we remarked that it was almost as thorough as those instructions (with less pressure).

**These comments were taken from 2010 Volunteer evaluations:**

- Many 1st timers wanted to get rid of their lawns and go low water/maintenance so they came for ideas and examples.
- It was terrific to see so many people show up. Over 350 people visited the Heath-Delaney garden and I spoke to just about every single one of them!
- The flow and process at the sign-in desks were very smooth. As a volunteer at this desk, I found the instructions worked very well in greeting and directing traffic. As a visitor at several gardens, I appreciated the helpful owners, landscape designers, and garden volunteers who were very interested in discussing their gardens, and issues I was having in my own garden. There are usually some ways that any event could be improved but everything seemed to work so smoothly that I can't think of anything.
- You've been improving the tour each year. The hard work is evident. I think it's very helpful to have seeds and/or plants available for people to buy, especially ones that are growing in the garden. It's one less step to find them. People leave the garden(s) ready to act on the inspiration.
- It was informative to meet the visitors and to help them, and hear from them, and they were so appreciative. Oh - first thing in the morning, an enthusiastic class of landscape architecture students up from Cal Poly visited the garden - the next generation. The view and the expanse of space from the hillside is restorative and opens the imagination to all native garden possibilities.
- To be in the presence of so many natives for hours is a song for the heart of this native. The tour was well planned and beautifully presented, which made it a joy to represent it as a volunteer. The booklet, of course, is wonderful and the best welcome mat. I

appreciated the training session, which made me feel comfortable as the tour day approached and helped me respond to visitors with more precise information and a relaxed attitude. An identifying T shirt is a good thing. You have evolved the tour as something to enjoy, and to have fun at, so people came with a relaxed and curious attitude and left happy and excited about what they were seeing.

- I think the tour is fabulous....so worthwhile and an important event in our community. I know it is a big job to organize but it is so well-organized that people on the tour know it, mention it and are thankful for it.. Fabulous job. Thank you very much. It's a pleasure to be a part of it.

### Tour Survey and Evaluation

Two surveys were offered to the tour's 5,920 pre-registered participants. The first was available as part of the registration process. Below are some statistics taken from this survey.

Registrants' familiarity with gardening with native plants was:

- 38% - a beginner
- 53% some knowledge
- 9% - an old hand

The 2010 tour attendees were highly motivated to learn new gardening techniques. When asked what they would like to learn from the tour the majority of respondents (76%) wanted to learn how to select native plants. 56% wanted to learn how to conserve water. 51% wanted to learn how to garden for wildlife. 32% percent wanted to learn how to reduce pesticide use, 36% wanted to learn how to remove their lawns, and 22% wished to learn about composting.

<b>What do you want to learn from the tour?</b>	<b>2010 Responses</b>	<b>2009 Responses</b>	<b>2008 Responses</b>
How to select native plants	76%	74%	73%
How to reduce water use	56%	63%	55%
How to garden for wildlife	51%	52%	51%
How to reduce or eliminate pesticide use	32%	31%	33%
How to replace a lawn with a garden	36%	35%	32%
How to compost	22%	21%	19%

### Evaluations

As in past years, in order to encourage participants to submit evaluations a drawing was offered. Those submitting evaluations were entered into a drawing

in which they could win one of ten free landscape consultations offered by noted local native plant landscapers. 80% of respondents requested that they be entered in the drawing. There was a return of 821 evaluations (registrant, host, and volunteers combined).

99% of those filling out the evaluations rated the tour “Excellent” or “Very Good.” This year 53% were repeat visitors, and 47% were attending the tour for the first time.

### **Motivation and Behavior Change**

The registrant evaluations were split up into two groups—those who had attended the tour before, and those who had not. The data for Repeat Registrants and First-Time Registrants was tabulated separately. Both of these categories are discussed below.

#### **Repeat Registrants**

81% of registrants who had attended a previous Bringing Back the Natives Garden Tour, and who filled out the evaluation form, said they had changed their gardening practices because of their participation in the Bringing Back the Natives Garden Tour. (373 evaluations were submitted by repeat registrants.)

Below are the percentages of changed gardening behaviors of repeat registrants from 2010, and also 2009, for comparison. The third column is the results of the 2010 “plan to change” behaviors.

Evaluations of repeat registrants from the 2010 tour showed that after attending a prior Bringing Back the Natives Garden Tour: 21% of respondents had incorporated natives into their gardens (thereby reducing herbicide use and conserving water; up from 17% in 2009); 13% were encouraging wildlife with plant choices; 17% had grouped plants by water needs and incorporated drought-resistant plants into their gardens (up from 12% in 2009); 12% had increased the density of plantings to out-compete weeds (reducing herbicide use and conserving water); 7% had begun mulching; 9% had reduced or eliminated pesticide use; 6% had reduced the size of their lawn; 9% were tolerating some insect damage; 7% had installed efficient irrigation; 5% had amended their soil; 3% were grasscycling; 5% were composting; and 3% had reduced the amount of hardscape in their gardens.

Repeat visitors were highly motivated to make changes in their gardens. When asked what they planned to do: 39% planned to increase the density of plantings to out-compete weeds; 33% to group plants of similar water needs; 23% to install efficient irrigation; 22% to reduce the size of their lawn; 25% to encourage wildlife; 19% to incorporate native plants into their gardens; 16% to amend their soil with compost; 19% to mulch; 16% to minimize hardscapes; 15% to compost; 10% to tolerate some insect damage to plants; 10% to grasscycle; and 6% to reduce or eliminate pesticide use.

#### **How do you manage your garden? (373 responses from repeat registrants)**

ITEM	2010 event Began after the Tour	2009 event Began after the Tour	2010 event plan to
1. Reduce / eliminate insecticide / herbicide use.	9%	6%	6%
2. Increase the density of plantings to out-compete weeds.	12%	10%	39%
3. Encourage birds, butterflies, etc. with plant choices, food, shelter, and water.	13%	14%	25%
4. Tolerate some insect damage to plants.	9%	7%	10%
5. Incorporate native plants into our garden.	21%	17%	19%
6. Group plants of similar water needs.	17%	12%	33%
7. Incorporate drought-resistant plants into our garden.	15%	12%	17%
8. Install efficient irrigation (such as drip, timers, soaker hoses).	7%	5%	23%
9. Grasscycle (leave grass clippings on the lawn).	3%	4%	10%
10. Reduce the size of our lawn.	6%	7%	22%
11. Mulch with leaves, grass, wood chips, etc.	7%	9%	19%
12. Amend soil with compost.	5%	5%	16%
13. Minimize hardscapes (patios, decks).	3%	4%	16%

14. Compost yard waste and kitchen scraps at home.	5%	4%	15%
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### First-time registrants

The tour was highly motivating to the 334 first time registrants who completed the evaluation. More than half (52%) of first-time registrants responded that they planned to increase the density of plants, thus helping to out-compete weeds and reduce water use. 52% of first time registrants planned to group plants by water needs, and 50% planned to incorporate native plants into their gardens. 34% planned to reduce the size of their lawns. 45% planned to incorporate drought-resistant plants into their gardens (up from 39% in 2009); and 31% to install efficient irrigation. 44% planned to encourage wildlife, up from 35% in 2009. 27% planned to mulch, and 23% to amend their soils; 22% to compost kitchen scraps and yard waste; 23% planned to tolerate some insect damage; 18% planned to reduce or eliminate pesticide use; and 16% planned to reduce the amount of hardscape in their gardens.

### How do you manage your garden? (334 responses from first-time registrants)

ITEM	Plan to 2010 tour	Plan to 2009 tour
1. Reduce/eliminate insecticide/herbicide use.	18%	15%
2. Increase the density of plantings to out-compete weeds.	52%	49%
3. Encourage birds, butterflies, etc. with plant choices, food, shelter, and water.	44%	35%
4. Tolerate some insect damage to plants.	23%	19%
5. Incorporate native plants into our garden.	50%	45%
6. Group plants of similar water needs.	52%	46%
7. Incorporate drought-resistant plants into our garden.	45%	39%
8. Install efficient irrigation (such as drip, timers, soaker hoses).	31%	33%
9. Grasscycle (leave grass clippings on the lawn).	12%	12%

10. Reduce the size of our lawn.	34%	40%
11. Mulch with leaves, grass, wood chips, etc.	27%	27%
12. Amend soil with compost.	23%	24%
13. Minimize hardscapes (patios, decks).	16%	16%
14. Compost yard waste and kitchen scraps at home.	22%	22%

### Number of visitors at each garden, and total number of garden visits made

This year the number of garden visits increased 9%, from 13,911 on the 2009 Tour, to 15,594 in 2010.

	# AM visitors	# PM visitors	Total Visitors
<b>Alameda</b>			
Alameda Butterfly Habitat Cyrus Musiker and Andi Duncan	103	113	216
Michelle Minor and Milt Friedman	107	84	191
<b>Albany</b>			
Leslie Zander	118	105	223
<b>Berkeley</b>			
California Native Bee Garden			453
Scott and Jenny Fleming	368	378	746
Ann Keri and Richard Leaf	139	211	350
Elizabeth Pierson and William Rainey	226	237	463
Glen Schneider	211	257	468
Lessly Field	175	202	377
Mardi and Jeff Mertens	184	185	369
Margaret Norman	234	308	542
Mary Ford and Rob Lewis	164	216	380

**Castro Valley**

Mary Cooper	126	125	251
Cynthia and Richard Simons	122	112	234

**El Cerrito**

Nalani and Anna Heath-Delaney	192	163	355
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**El Sobrante**

John Conry	80	55	135
Idell Weydemeyer	123	162	285

**Hayward**

Brenda Senturia and Gary Cooper	97	93	190
Natalie Forrest and Douglas Sprague	115	94	209

**Oakland**

Ann and Ray Lage	58	165	223
Kate Dobbins	105	174	279
Carol Baird and Alan Harper	171	199	370
Dan Rademacher and Tamara Schwarz			215
Karen Long and Karen Marie Schroeder	148	125	273
Sue Duckles and Cherie Donahue	153	141	294
Tim and Michelle Inama	145	237	382
Wen Hui Shen	130	259	389

**Pinole**

Kim and Jeff Jerge	116	58	174
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**Richmond/Point****Richmond**

Rick and Monica Alatorre	181	131	312
Anni Jensen and Carol Manahan	119	128	247
Debbie Rheuark	127	74	201
Kate Sibley	98	93	191

Joan Underwood	144	117	261
Tom and Shirley Butt	109	118	227

**Inland  
Cities**

**Clayton**

Kelly Marshall and Mike Weidner	237	164	401
June Chambers	216	177	393

**Concord**

Roy and Rosadelia Detwiler	222	203	425
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**Livermore**

Elise and Mike McFarland	96	64	160
Kate and Andy Mackinnon	124	86	210
Anne and Ed Severs	113	86	199

**Martinez**

Troy McGregor			323
John Muir National Historic Site	65	93	158
Nancy Salsig	96	90	186

**Moraga**

Al Kyte	239	238	477
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**Orinda**

Barbara Leitner	212	189	401
Lois Reynolds and Terry Mead	216	192	408

**Walnut Creek**

Clara Lai and Howard Torf	347	415	762
Price and Bernice Russ	228	272	500
	<hr/>	<hr/>	<hr/>
	7099	7388	15594

*When planning for a year, plant corn. When planning for a decade, plant trees.  
When planning for life, train and educate people. (Chinese proverb)*

**Below are comments from garden tour attendees, either taken from registrant evaluation forms, or received via e-mail.**

- We first attended the tour last year, and since then let our backyard lawn die, have sheet mulched with cardboard (at the suggestion of Kelly Marshall), and have begun to plant natives in the yard. My husband and I are now native converts, and with all of our landscaping decisions, are taking into account watering needs, permeability (paths/decking), and planting what works best for our microclimate. Why fight nature! Thanks for presenting the tour. We're already looking forward to next year.
- Extremely well organized tour. Was very impressed with the number of knowledgeable, friendly volunteers and the amount of information in the booklet. Really appreciate that it's on a donation basis - so many garden tours are prohibitively expensive. Loved the variety in size, affordability, location. Nice crowd control. Owners were thoughtful about marking plants, providing water, and even sunscreen. A big THANK YOU to all the participants. Great job!!
- The sponsors, organizers and all of the volunteers should be commended for a fine job. The web site and brochure were first rate and the garden hosts were most welcoming. I can't wait to get started on my garden's transformation!
- Thank you so much for inspiring us!
- Kathy, you and your team and the garden owners have done an amazing job. The website was a feat in itself. The garden tour program was so utterly helpful with its excellent descriptions, specific attractions & features for each, plus directions. I did use my GPS, thank heavens, because I'm not familiar with Berkeley, but your directions were useful as well--gave us our bearings. The owners & their helpers & docents were wonderful--gracious, hospitable, so willing to share & answer questions, and grateful for our thanks. This project is a labor of love, I know, and it shows. If folks weren't convinced about planting natives before the tour, they certainly must be now. Kudos to you and everyone involved.
- Great job! I hope to come back next year and see even more - and one day to be a host myself!
- Inspiring!!
- Wonderful idea and very well run!
- Thanks, all, for the great work!
- Really well done. Having the gardeners present and so passionate about their plants was inspiring. They were all willing to share stories, give advice, suggest plants and nursery's they love, etc. This is the only tour I have ever been on where I saw this type of passion and excitement. It was impressive to say the least. I thought the

WIDE variety of gardens was unbelievable, I could have seen another ten without breaking a sweat. (smile) I felt the garden descriptions were invaluable, since I was specifically looking for shade gardening natives and natives with lots of color for my small sunny areas. It was helpful to know if the gardens were "New" on the tour or , "Repeating gardens" , and if the front yard was the main focal point---in which case I can always drive by another time and take a look during the day. A wonderful detail was knowing the square footage since I could choose gardens closer to my own size restrictions. I prioritized seeing larger shade gardens and smaller sun / color gardens. I also chose a good mix of professionally landscaped gardens and those installed by the owners themselves. Very enjoyable and clearly a labor of love for all involved. THANK YOU.

- I think this event is an important reminder of our usage of water and using native plants can help in that.
- The owners were friendly and informative. They are very generous to open their gardens to the public.
- Very educational and enjoyable tour. The volunteers, the owners and the designers who were on site were so friendly and eager to share their knowledge and passion for native gardening; we came away very inspired & ready to start a garden of our own. Great job.
- Wonderful and inspirational!!
- Thanks to all of you for your hard work.
- I loved the plant sales, the master gardeners and the landscapers on site. Thanks and continue the good work. Really loved it.
- Great garden tour! Always learn new things, well organized, friendly people.
- Love it! Keep up the good work!
- Fantastic job you guys do!!!
- A wonderful afternoon. It really opened my eyes to native plants. Thank You!!!!
- Fabulous job! The brochure was well-written, directions to the garden were clear, the gardens themselves were well chosen, the volunteers and everyone else were super-friendly -- thanks so much for doing this. Oh, and because I just bought a house with an oak tree, I was grateful for all the relevant info.
- We had a wonderful day and found your helpers at each place to be knowledgeable and enthusiastic.
- Wonderful gardens, always something new and interesting. Friendly and helpful people.
- Volunteers were most helpful. Loved that I could see yard photos on the web prior to the tour.
- This garden tour always inspires me.

- Love it! Informal, friendly, informative.
- Fabulous idea. Free is really a gift. I look forward to this.
- Great plant signage; knowledgeable docents; wide variety; great booklet to help choose gardens of interest, especially since they were so spread out - the great descriptions helped narrow the field.
- All of your volunteers were extremely pleasant and helpful, and your booklet was beautifully done. Thanks so much.
- Keep up the good work - It's important!
- We appreciate what you are attempting to do. Look forward to next year.
- Excellent tour with helpful people, good directions, and variety.
- Thanks so much for continuing this.....it's a great help for us in trying to replace our lawn with more natives and drought tolerant plants.
- I loved seeing the natives being used in so many different ways.
- I visited 6 gardens and all were well worth the time. All of the hosts and volunteers were superb.
- All of the volunteers and homeowners I interacted with were very friendly and helpful.
- Kudos to all your volunteers. This was the best \$10.00 investment I've made in quite a while. I'm looking forward to having a beautiful, native California plants environment.
- I like the friendliness & passion of the volunteers & owners. They were also very knowledgeable about plant environments etc.
- We got to 8 gardens and enjoyed them all. Sitting in shady corners while looking over expanses of flowering plants was a treat. The tours and tables were well-organized.
- I really enjoyed the tour. I want to get some names of local designers so I can replace the grass in my back yard with native plants and edibles. It was nice to see what other people have done with their yards.
- Your booklet is great, the tour organization is excellent.
- Great gardens, wonderful ideas on native gardens.
- A wonderful, valuable effort. Inspiring!
- Great signage, great volunteers, great maps, nice that it is free, fantastic information!
- I loved it. It's the first garden tour I've been on where I was totally engaged the entire 7 hours because the gardens were using primarily natives. We looked at 11 gardens!! I loved the variety. Thank you for all of your work to put this together.
- I think the brochure was OUTSTANDING! So much information.

- It's a wonderful tour and great community outreach.
- Thanks for putting this wonderful idea in practice and thanks to all of the gardeners for sharing their amazing spaces with us.
- Enjoyed this tremendously. Thank you!
- I enjoyed the tour. Thank you for trying to get people to think about native plants/landscaping and getting rid of lawn. (Which is what we are thinking about doing.)
- The Tour Book you provided was just terrific! I thought it was perfect. This is my first year but I'll be back next year.
- It was very nice having volunteers to check folks in and chat up visitors until the host was available.
- Excellent tour. We appreciate all the effort involved in putting it together.
- Very well organized, excellent brochure and information!
- Thank you to all the volunteers at the gardens! They were all so helpful, cheerful and polite!
- As a person brand new to this concept, I found it very important to see gardens like this. And the gardens were much nicer in person than in photos. I am warming up to the concept as a result of this tour.
- Thanks; I am planning to get rid of my lawn, and this tour provided me with many ideas.
- The tour hosts and volunteers were knowledgeable, friendly - just great - each stop made us feel welcome and the owners and volunteers obviously like what they're doing. I'll be back next year.
- Wonderful brochure, excellent handouts with info about gardens, etc.
- Thanks for putting together a beautiful tour on a beautiful day. Looking forward to next year!
- Thank you. We enjoyed it very much. And we plan to start designing a replacement garden for installation beginning in fall 2010.
- All hosts were so open to questions. The volunteers at each garden were also helpful, cheerful and willing to hunt down our answers to our questions. It was great having a few places with plant sales...I'll certainly look for those next year.
- Excellent brochure, organization and very informational website.
- I'm excited to get started with the ideas and suggestions I learned today.
- The welcome book that was mailed to me was very helpful. Thank you.

- Having the book ahead of the day allowed me to study the descriptions, choose the gardens to see, and plan my route. All people were very helpful. I had a very pleasant experience. Thank you.
- Wow! another spectacular event showcasing natives, educating, nudging gardeners to go native.
- I think it is a great effort appreciated by many, as you can tell by the crowds!
- A wonderful tour, thank you for the time, energy and effort.
- I'm looking forward to getting started with my new inspiration. :)
- A wonderful tour, all should be aware of it.
- I thought it was a superb experience. It was well organized and handled; directions were good, information was well disseminated. No problems, much beauty, imagination and socially / naturally useful experiences.
- I was impressed with the level of organization, the amount of information in the booklet, the excellent driving directions and the graciousness of hosts and docents. This is also a great strategy for getting feedback.
- We listened to 3 speakers (Veilleux, Thilgen, and Kyte) They all were very knowledgeable. The volunteers were helpful and knowledgeable as well.
- Your whole effort is quite moving to me & my husband. We are old & have an established garden incorporating many of the principles you espouse -- but we can always do more. We're very interested in grey water systems.
- I hope this will continue next year and I hope to be able to attend. I also hope to have a garden to be included in the tour in the future. Thanks.
- It reinforced the importance of gardening with care, and provided food for thought in terms of design, plant choices, etc. I just removed my lawn this winter and have started planting mostly natives, but am still in the process.
- Loved it! Loved it! Thank you so much! This is actually my third tour, and I get new ideas every time.
- Thank you so much for putting on this great tour. I have already recommended it to several of my gardening friends.
- This was our 1st time. The program guide is outstanding.
- I very much appreciate all the planning and work and sweat that went into this production. Thanks!
- The owners were very knowledgeable about their gardens and weren't hesitant to answer questions. We are redoing our front and back gardens and got many, many ideas. Thanks!

- Wonderful exposure to what natives can look like in gardens. Very impressed.
- Enjoyed very much.
- Tour is very well organized and website, booklet and plant lists are excellent. Also the volunteers are outstanding. Even the coordination with native nurseries is great. I have become concerned about providing habitat for native bees and the fact that mulch is hazardous to the reproduction activities of the ground nesting bees. So mulching practices should be tempered with preservation of native bee nesting habitat. Thanks for all your hard work!!
- I am very tired! I had a blast! And found answers to most of my questions about a few problems I've had in my own garden. It was wonderful to get out and see so many nice gardens and talk with others and learn from them.
- Thanks! by the way, the book was really good this year. and i liked and appreciated the cross-reference to the web for photos and plant lists. Kudos.
- Wow this was great. We just moved to the East Bay and started learning about natives. Everyone was knowledgeable and very friendly. Can't wait to go again!
- Great job, is very inspiring.
- tour book very well organized.
- Great tour! Nice people!
- Wonderful, terrific, fantastic, well-done, thank you, thank you, thank you! I am inspired and many wonderful ideas for my garden are floating around in my head.
- Thank you for all your hard work. You are truly amazing to pull this together. I would be happy to help with this whenever I can. I am so grateful for the opportunity to be a part of this.
- Thanks- I had fun. Appreciate the plant sales on site too.
- We enjoy the tour and look forward to it every year. We always learn something new.
- Thank you all volunteers and exhibitors for your pleasant and courteous good work. We felt welcome every place we went.
- Would love to see a PBS program on the tour. Getting this started around the country would be awesome!
- The brochure was excellent . The directions were good, it was well organized, & the descriptions were very helpful.
- Wonderful! Kathy, you and all your volunteers (and the garden owners) are to be blessed and thanked. You've done good work and the program is having definite, positive impact.

- The booklet is topnotch. Congratulations! It's really a delight to read and work with. From start to finish (the publicity, the organization, the volunteer staffing, etc.) this event is simply excellent.
- The guest speakers were excellent with their garden talks. They were very informative.
- The tour is fabulous, the hosts and guides are wonderful, all with garden suggestions--each year gets better, and Kathy does a fantastic job of coordinating everything!!
- Everyone was so generous. The map, website, booklet - everything was easy to follow and well organized - this took time and care: thank you.
- The greeters were very friendly and helpful.
- The tour book has grown more compact even as it has become better organized and packed with more information.
- Thank you to all who organized and who displayed their gardens.
- Thanks for a terrific event!!
- Kathy-you are so organized and I'm always amazed how you pull this together so well.
- Thank you for all your effort in organizing this event. It has become a yearly tradition for the gardening women in our family.
- I was very impressed by the booklet that described the gardens. I planned my day, saw about 11 gardens between 10 and 4 and learned about new plants. I look forward to next year.
- Thank you very much for the huge organizational effort that made it possible for me to see inspiring gardens with native plants. This was my first tour, and I now plan to go every year and to bring others. I learned so much and feel very inspired.
- Great work, Kathy! Looking forward to next year!
- All the volunteers at the tables and at the gardens were most friendly and helpful; I think their way of being set the tone for all the visitors. Even when some of the spaces were crowded, everyone I encountered throughout the day was courteous. One site had a sign at check in listing the nearest public rest rooms. I thought that was helpful and appropriate. Overall a wonderful day. Great job everyone.
- Well-done, so much work!! A lot was learned, and I loved that there were vendors selling native plants. That would be great at more sites.
- People were very friendly and well informed.
- Loved the tour. Love it every year. Well done! Thank you!
- A great contribution to our community, benefiting gardeners and even those who don't garden but who will enjoy more native plants in the neighborhood and more water efficiency.

- The people were marvelous, friendly, more than willing to talk, extremely helpful and had great suggestions. I loved seeing the before and after pictures. I also appreciated the identification of the plants with markers on the ground. Lastly, I liked that each of the garden owners took into account the changing of the seasons to bring color into their gardens.
- Everyone at each site / garden was very helpful in answering our questions. It really was exceptionally nice of the Severs' neighbor to provide cookies for the guests. Many thanks!
- The volunteers were wonderful, the gardens were delightful, the tour book was priceless.
- The host families were very considerate of the public. They have a passion to spread the word.
- I wish to commend the organizers, volunteers and hosts for a splendid and enriching experience =-)
- Always a fabulous tour. Great job. Congratulations to everyone who worked on the tour.
- I really enjoy seeing the various gardens and getting ideas for mine. I think it is very important to cut back on water usage in landscaping.
- Thanks for making this happen. This was my third tour and I always learn something. I ended my tour today at the Watershed Nursery and came home with new milkweed plants for both the front and back garden. I hope I can do more to encourage butterfly visits to my yard.
- Learned so much in a few short hours. Thank you!
- Enjoyed the tour and got some good ideas to get started.
- Excellent planning, & program booklet.
- The volunteers at each site were very helpful. The handouts will be read and ideas implemented.
- After my first tour 3 years ago, my gardening took a drastic change. You have so inspired me, that my well established CV garden, has additional natives, but the fun part was starting with a clean pallet at my daughter's Livermore ranch where we have begun a native garden. This year it is bursting in size, but we are still working on it.
- The garden tour was wonderful. Can we do it again next month? :-)
- I'm still very much a beginner, so found the gardens to be inspirational. I came home full of ideas on what I'd like to do at home.
- I love it. Keep it up!!!!
- This was one of the best tours I've ever been on. I will definitely continue to attend. I brought one friend and will bring many more next year. Your staff was extremely helpful and polite. \*\*Best tour of

the year!\*\* I love that it's free with donations requested. It's easy to donate to something so worthwhile.

- The people who volunteer and the people who own the properties visited were most accommodating.
- One of the homeowners in Oakland (it was a little patio plot in the backyard) gave us a personal guided tour. That was really nice. Overall, I had excellent time as always. Thanks for all of the work that goes into putting on this event. It's fabulous!
- such a wonderful service to the gardening community - thanks for all your hard work organizing this event!
- Great tour! Appreciated the handouts, plant labeling, seeds and plants for sale, before and after pictures.
- You all do a fantastic job. This is a huge undertaking. The volunteers are wonderful, wonderful. The gardens are terrific and the people on hand to describe them are excellent.
- Great job!!
- Very impressive tour with overwhelming amount of choices. The website preview of the gardens feature was phenomenal. I'm only sorry I didn't check you out sooner. The 2-hour drive to get to there has always been what's kept me away, but it was well worth the drive—thank you! Very much looking forward to coming again next year.
- Thank-you for this wonderful opportunity to see first hand how wonderful it will be to have native plants incorporated at home.
- Good job; you are the best Contra Costa garden tour.
- This was my first time on this garden tour. Thought the booklet sent in advance and the website was very informative and well organized.
- Wonderful service!
- I appreciated the friendliness and availability to talk of homeowners, and the variety of gardens.
- Wonderful website, great pictures.
- The tour is inspiring and has helped me over the years to move towards more sustainable gardening.
- I think this is a very good event to educate people about gardening and preserving native plants at the same time.
- Great guide book.
- Excellent! Thank you for all your hard work and thanks to all of the volunteers who make this possible. The tour is truly inspirational and such a good thing.
- The hosts were all wonderful.

- We couldn't have enjoyed a Sunday afternoon more...thanks for all the hard work and time that goes into planning such an event.
- Keep up the good, important work, Kathy.
- Thank you so much for doing this. It's a great and valuable event.
- It's a wonderful way of learning via imitation.
- it was very well run, friendly and the book is a valuable take away. thank you for all the hard work.
- Fun and informative. I got some hard to find plants for free at one garden and discovered a new nursery (Watershed).
- Keep on doing what you're doing and THANK YOU!
- We enjoyed our garden tours. Most plants of interest were labeled somewhere in the garden and if not there was someone to ask.
- The book mailed to me was so well designed and laid out! My compliments to Kathy Kramer.
- Thank you all of the friendly volunteers!
- The tour was fantastic. I will recommend it to friends.
- I could only visit a few gardens and was temporarily handicapped due to fall, but still enjoyed it very much. It was so exciting to see more gardens in Hayward/CV area!
- Fantastic job on marking all the plants with labels!
- We LOVE this tour and always donate to foster its continuation. We have attended every year & always learn something new. Thank you for helping us make our home environment so delightful and suggesting ways to improve on it.
- The volunteers and homeowners were cordial and helpful.
- The owners were very approachable and knowledgeable.
- This is a great idea in exposing people to actual applications of native plantings and reducing the care and water use of our green spaces.
- I look forward to this day every year and have recommended it to many of my Peninsula and South Bay friends.
- I really loved the tour and the idea of native plants.
- Great tour. I learned a lot and came away feeling very inspired.
- The booklet is so complete and the website full of information. If you utilize them before the tour you cannot go wrong.
- I really appreciated having signs with the names of plants, extremely helpful. Also useful to have designers on hand to answer plant questions. Very well done, inspiring and enjoyable!
- All great, esp. the staff folks--so friendly and quite knowledgeable and eager to share their knowledge.
- keep up the excellent work!

- Thank you for such a great tour. The guidebook is so well organized and detailed- truly a fabulous experience!
- Well organized; beautiful brochure; nice to talk to so many knowledgeable gardeners who were so enthusiastic.
- Excellent tour. All volunteers and hosts did an outstanding job.
- Thanks to all the volunteers who care about the Natives cause.
- So much fun!! An amazing array of photo opportunities! Volunteers that were able to tell me all about the plants. I never felt too intimidated to ask "what's this purple/yellow/blue/orange one called?"
- The volunteers at all the tours we went on were very helpful and knowledgeable about the gardens as well as the plants - very impressive! They also were free with interesting aspects of the garden even when we didn't ask.
- Simply the best, free garden event I've ever heard of. Exquisite organization.
- I was really impressed with the extent of the materials and information on website and all for a voluntary donation! Also, it was enlightening to me to learn that native doesn't just mean grasses and boring green bushes - there's so many options that give you flowers and interest throughout the year. I'm so glad that a friend recommended your tour to me and I will look forward to next years'!
- Thanks so much to all of those involved in making this happen. Information is excellent, volunteers at gardens are friendly. It is a wonderful day, and an encouragement to 'go native'!
- Keep up the good work! It is such a great public service!!
- Thank you for putting together this marvelous tour. Enjoyed the speakers and gardens. Everyone is so helpful and willing to share his/her knowledge.
- Thanks for including Livermore in the gardens available.
- We deeply appreciate the generosity and hard work of the hosts and volunteers. Everywhere we visited, the organization and information were terrific. We know that much advance planning and work go into making this tour so valuable to our local gardeners.
- I really enjoy seeing natives used attractively. Love to see certain gardens change over the years.
- Wow.....this was Great!! Kudos to the Website developer. The site is beautiful, easy to navigate and interesting. Loved the photos of the gardens...we knew what we wanted to see and then got to see the gardens that were to far away for us to visit in person.

- I love the wide variety of gardens. An excellent tour. Excellent brochure and website and over-all organization.
- This is such a great tour and it's free. The docents were very helpful. I was very happy to see plants for sale at a yard in Livermore.
- Good job! The day was beautiful, and very enjoyable. People were pleasant, and the gardens were well marked, easy to find, and obviously the owners were very proud of their gardens, as they should be.
- This tour is such a valuable resource to the East Bay.
- This is a wonderful event. I have attended for six years now, and I have never been disappointed.
- I volunteered for the Tour for the 1st time this year. I think that the Tour is so great, I was eager to help out by volunteering, as well as financially, with a donation. I was a Greeter, and was pleased by the frequency that visitors left the garden smitten with the Natives, and saying things like, "let's go buy plants right now. Do you know of a nearby nursery where we can buy natives so we can plant them today?"
- We will be back next year, and we got lots of ideas for our garden!
- Thank you so very much.
- I love the green and blue shirts that identify helpful volunteers, garden owners and designers. I love the helpful talks which are offered several times a day, and the availability for Q&A afterwards. The CCWD volunteers were very knowledgeable.
- Everyone was so nice. The website and booklet were excellent.
- Fantastic organization.
- We enjoyed the tour very much. Great way to get ideas.
- Appreciated the clear labeling of plants. Everyone was so friendly. Well organized. Big thanks to Kathy Kramer.
- Big thanks to the homeowners who open their yards and gardens to whole lot of strangers, and a big thanks to the volunteers and the sponsors.
- Lovely. Gracious volunteers and hosts.
- So many drought tolerant gardens to see.....so little time.
- Terrific tour! It's a wonderful experience and really inspiring.
- Love this tour, including the wonderful volunteers who are willing to stand in the hot sun & answer questions. It is a wonderful way to spend a Sunday and learn more about best garden practices.
- Love this tour. Always get inspiration for my own garden and meet such inspired people.
- The tour was wonderful, I plan to attend next year.
- Great job and a real public service.

- The booklet was very helpful and informative. I appreciated that the hosts were so welcoming and willing to answer questions. I used to have a beautiful, high-maintenance garden, but due to health issues, over the years my garden deteriorated. Starting over has felt daunting to me, but having gone on the tour, I feel inspired to once again have a beautiful, low-maintenance garden!
- It was nice that one of the houses had plants we could buy and we could see what the plants looked like when they matured.
- The tour book is wonderful! It has all the information and then some that we need for the tour. And it's easy to review gardens on the website to make sure I know exactly what gardens I want to visit.
- Was a lovely way to spend the day -- people were very friendly and shared information easily.
- Wonderful Tour. You all do any incredible job!
- Thanks for providing this great tour.
- This is such a pleasant and inspiring experience! My friends and I look forward to it every year and recommend it to friends!
- So very informative at every site. It is amazing how many people are using native plants to lower water bills and to fill in areas that were formally turf.
- All of the owners and volunteers were very friendly, knowledgeable and welcoming. Keep Glen Schneider's garden on the tour. His knowledge and love of native flora and fauna, and ability to recreate their natural habitat is remarkable. I learned a lot from him, and wish I could apply more of his philosophy in my yard.
- Fantastic event. I tell all my friends and colleagues. We love it.
- The tour is a real pleasure and so well organized. I try to spread the word about it and look forward to next year already!
- So well organized and such a great benefit-thanks for all the work doing it.
- Everyone involved with the tour is always very friendly and helpful.
- It was a really fun way to spend the day and enjoy the gardens and get some new ideas or inspiration.
- Many of the volunteer docents were also very, very knowledgeable.
- I truly appreciate all of the work that went into this tour. It was a wonderful day all around.
- I enjoy the Bringing Back the Natives tour each year! Keep up the good work:)
- Always look forward to seeing the gardens and love to talk with the garden hosts, especially those who did the work themselves.
- Cheerful and helpful volunteers collecting tickets at the gardens we visited.

- Very organized, friendly and helpful volunteers, inspirational gardens.
- This is a marvelously friendly and educational event -a most enjoyable spring outing day for all - gardeners, to-be gardeners, or non-gardeners. A big THANKS!!!
- Excellent! Inspirational and the docents/property owners were friendly and knowledgeable. Thanks!
- Thanks so much for a terrific day! Seeing others' toils rewarded is so encouraging!
- I was impressed with the professionalism, including the materials provided and all of the people assisting at the various gardens.
- Wonderful volunteers and a simply beautiful day.
- The onsite volunteers were extremely helpful, pleasant and knowledgeable. My husband and I had a wonderful day. Having all the information prior to the event really helped us plan.
- It is so much fun and educational to spend time with people who love gardening and the use of native plants. Everyone was in such a good mood and were genuinely happy and helpful. Thanks for a lovely day in multiple gardens...!
- The volunteers are always wonderfully friendly and helpful. thank you!
- Thank you!!!!
- Bringing Back the Natives Tour book was very organized. I like the layout and the table with garden features in the back.
- Really a fine event. Good to see more east bay gardens year to year and to see the same garden as it grows and matures.
- Kathy, you make the world a better place.
- Absolutely stunning and wonderfully inspirational. Spent a great day with 2 friends visiting 8 gardens. Great to see Contra Costa Water District at a site giving out great information about water conservation and eliminating lawns. Suggestion: sell more natives at more locations and have the plants divided by what level of sun they need.
- Great work- I think that you all thought of everything!
- This is such a great garden tour. We brought 'new' people this year. The booklet & website are wonderful.
- Superb tour again. Great pre-tour coverage in the press - well done. And compliments to the booklet designer and website designer who make it so easy to access information. Congratulations!
- This event was extremely well organized! Kudos to the organizers!
- This was a great tour and I have been inspired! Thank you.
- We really enjoyed the speakers at the homes.

- I'm glad that there were plant sales (bought 5 native plants) and info about native plant nurseries.
- Thanks to all the volunteers that make this possible and to those who open up their gardens for touring. The tour booklet is wonderful - good descriptions of gardens and suggestions of how to choose your visits.
- Everyone was extremely friendly and really helpful. Appreciate very much all the gardeners who opened their homes and gardens to the public to walk through on that one day. Thank you!!
- It was a lovely tour. Everyone helping out was very eager to answer questions and was very kind.
- I eagerly await each year's tour. The garden owners were exceptionally friendly and generous with their advice.
- I love the tour, love the hand book--excellent!, love the opportunity to see so much and so many varied gardens. It looked even busier this year. All my gardening friends have gone at least once. I think it is a wonderful idea, creative and an excellent way to push change. I really commend you.
- Thank you for doing this every year. It is always inspirational and informative.
- Really excellent - I was able to see plants that I had read about but had never seen.
- So great to have knowledgeable volunteers available for questions! The Garden Tour book was so well thought out. Thanks!
- Fabulous, got me thinking about incorporating natives into my garden. Loved the red fescue meadow--thought for the future of our yard.
- Breathtaking and inspiring!!!
- We saw 10 gardens but wished we had more time to see more!
- Great idea! My husband and I found the tour very informative. Thanks so much for all the organization and wonderfully helpful people at each home, willing to share their knowledge of native plants. Loved it!!
- great tour, beautiful gardens and info we all can use.
- I thought the tour was very well done and look forward to it every year. Last year I brought one friend. This year that friend brought another friend.
- Great to see so many! And very enthusiastic volunteers & knowledgeable gardeners.
- Thanks for all your hard work .. It was well organized, directions were good, and I appreciated all plants being labeled.

- Compliments - great tour, nice way the docents were on hand to answer questions as we toured the yards. Really like the independent part of seeing the yard.
- Yea!!!! You did it again...and even better! Many thanks!!!
- Excellent tour guide, easy to use, very complete.
- Promoting natives is critical to the future.
- wonderful! A very big "Thank you" to all the great volunteers who organized and staffed this tour and to the homeowners who allowed us into their space! I really appreciated having the knowledgeable volunteers present at the gardens.
- Keep up the good work!!!
- The tour was excellent. The gardens were beautiful. The docents were very helpful.
- Please keep the tour free and ask for donations. I hope you are getting enough donations. It is a much friendlier spirit to do it this way than the other tours that charge so much up front. The brochure is fabulous.
- I enjoyed lectures from the landscapers.
- Many compliments. I would recommend your tour. Very well organized.
- The e-mails and information packet were unexpected and extraordinarily helpful and complete. Thank you. Our garden hosts were also amiable, responsive to questions, and to be commended for allowing guests simply to wander in the garden and take private pleasure from it.
- This is the highlight of my gardening year. Thanks for all you do! The online preview of gardens is fabulous!
- Every garden was beautiful and I enjoyed the tour very much and plan to do it again next year.
- The event was clearly very well organized and well attended.
- Really great tour, Thanks for organizing it.
- We loved seeing the variety of yards--large, small, newly done, older and more established, etc. It was a great day!
- Always inspiring. Keep up the good work. I will try to volunteer next year.
- Excellent variety of gardens. Really love having plants labeled or a plant list at every garden.
- Very well organized. Great job on the booklet. I can hardly wait to go again next year!
- This is the third year I've participated and I am always thrilled by the experience.

- All gardens visited had people that were very inviting and hospitable, and ready to share their expertise.
- I have gone three years in a row now, and love it more each time.
- Wonderfully organized. Appreciated that it was free and donation based.
- Keep.up.the.good.work.



# Friends of Sausal Creek

*Promoting Watershed Protection*

## Board of Directors

Carl Kohnert  
President  
EPA Emeritus

Patricia Bacchetti  
Vice President  
Veterinarian

Helen McKinley  
Secretary  
Environmental Engineer

Harry Schrauth  
Treasurer  
Retired Public Works

Eddie Dunbar  
Educator

Eleanor Dunn  
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Communications Specialist

Kristin Ohlson  
Lawyer

Mark Rauzon  
Biologist

Jill Sunahara  
Environmental Consultant

Sean Welch  
Lawyer

Wade Woodfill  
Outdoor Equipment Designer

## Staff

Executive Director  
Kimra McAfee

Restoration and  
Nursery Manager  
Megan Hess

## Activities Report for Watershed Awareness Program July 1, 2009 – June 30, 2010

### LARGE EVENTS

#### **Creek-to-Bay Day Cleanup**

On September 19, 2009, over 300 volunteers assisted at six locations in the watershed, removing trash from in and around the creek and removing invasive species from along the creek. Over 50 cubic yards of invasive species were removed from Dimond Canyon alone.

#### **Native Plant Sale and Open House at the Joaquin Miller Native Plant Nursery**

This fundraiser on October 17, 2009, raised watershed awareness through workshops on native plant propagation and gardening with native plants, as well as helping to distribute native plants to members of the community. We added many people to our newsletter mailing list and listserv.

#### **Earth Day Creek Cleanup**

On April 17, 2010, over 250 volunteers assisted at nine sites throughout the watershed, removing trash from in and around the creek and removing invasive species from along the creek. Accomplishments of the day included the removal of 20 cubic yards of invasive plants and 45 bags of trash; newly created trails; and many transplanted native seedlings.

### PROJECTS AND ACCOMPLISHMENTS

#### **Sausal Creek Watershed Enhancement Plan**

This three-year assessment performed by Laurel Marcus and Associates was finalized in March 2010. We are working on a presentation of the plan for our September 15 member meeting so that we can get public comments on the plan and can begin working with the public, the City of Oakland, and the County of Alameda to prioritize recommendations made in the plan and assess future research needed. This plan was funded by the State Water Resources Control Board under Proposition 40 (California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002) and by The San Francisco Foundation's Bay Fund.

#### **Joaquin Miller Native Plant Nursery Renovation**

We have completed the installation of electricity at the nursery and have filled the water tank procured last year, so that we now have a dependable water supply for nursery stock during summer months. We are completing the installation of the Smart Dial controller, which adjusts irrigation based on weather satellite data to improve our water usage efficiency. We are currently expanding our shade structure to provide a shaded space for volunteers to propagate plants and for students on field

*Friends of Sausal Creek is a  
501(c)(3) non-profit  
organization*

trips to learn about propagation. Planning for construction of a teaching circle is underway. We have created a Nursery Committee made up of staff, board members, and key nursery volunteers who meet quarterly to ensure smooth running of nursery operations and to make recommendations for improvements to our board of directors.

#### **Dimond Park Demonstration Garden**

Work continues on the renovation of the native plant demonstration garden in Dimond Park with Proposition 84 funding through the Coastal Conservancy. The existing trail has been re-surfaced with decomposed granite to provide better access through the garden to the creek. Design of interpretive signage and plant identification labels is underway.

#### **Beaconsfield Canyon**

A Beaconsfield Canyon Preliminary Creek Restoration Plan was created by Restoration Design Group for Beaconsfield Canyon, funded by the Coastal Conservancy.

#### **Fern Ravine**

Dr. Robert Leidy initiated this new restoration site near the headwaters of Sausal Creek near Sequoia Arena. Several workdays to remove invasive species and to begin planting native plants took place this past year. Funding from the Environmental Protection Agency for FOSC to write a Restoration Plan and propagate plants has been secured. FOSC staff has been leading the Friends of Joaquin Miller Park's Redwood Committee to formulate a circulation plan for the adjacent denuded redwood forest.

#### **Pallid Manzanita Preservation**

We continue to work with Chabot Space and Science Center to advocate for the preservation and enhancement of the endangered pallid manzanitas on their campus. In September 2009 a consultant finalized the Pallid Manzanita Habitat Enhancement and Conservation Plan, drafted in 2006, and we subsequently were able to get a Memorandum of Understanding with the California Department of Fish and Game to be able to legally work to restore and enhance the pallid manzanitas. Although funding was approved by the Oakland Wildfire Assessment District for canopy tree removal in summer 2009, it is uncertain when the approvals for the tree cutting on the Chabot campus will be in place. Meanwhile, we have applied to the City of Oakland to officially adopt the Big Trees Trail pallid manzanita colony on the west side of Skyline Blvd. in Joaquin Miller Park, and are working on monitoring protocol and a tree limbing and removal plan to enhance that site.

### **EDUCATION AND OUTREACH PROGRAMS**

#### **Workdays and Education Programs**

Our Restoration and Nursery Manager led workday events throughout the year for school children, local community members and organizations, and corporate groups. Workdays included an environmental education component related to the work being done, including stormwater pollution prevention, stream restoration strategies, and native and non-native plant identification. We hosted 29 student field trips and work days; nearly half of our volunteer visits (940) were made by young people.

Community workdays included:

- Fourteen (14) community work events in Dimond Park and Dimond Canyon
- Thirty-three (33) community work events at Joaquin Miller Native Plant Nursery
- Six (6) seed collecting hikes
- Three (3) volunteer-led and one staff-led work events at Fern Ravine wetland in Joaquin Miller Park
- Twelve (12) neighborhood work events at Beaconsfield Canyon
- Ten (10) neighborhood work events at William D. Wood Park, plus additional workdays to support an Eagle Scout project
- Three (3) neighborhood work events at Barry Place
- One (1) work event at Fruitvale Bridge Park at the mouth of Sausal Creek
- Four (4) quarterly bird monitoring events
- Six (6) aquatic insect monitoring events
- One (1) Shoot the Shed event, an organized photographic effort to capture and celebrate the flora, fauna, and other features that make the Sausal Creek Watershed unique

**Friends of Sausal Creek Member Meetings** were held every other month at the Dimond Library; in November 2009 we experimented with taking the membership meeting outdoors for a bird walk and aquatic insect monitoring. Environmental education presentations for this year included a talk on lessons learned in working with environmental issues by an EPA speaker; a meeting led by our Restoration Committee meant to draw more community members into participating on this committee; a presentation on the geology of the watershed (we had a packed room of 40 attendees!); and a presentation by a FOSC board member on owls and bats, followed by a walk to Dimond Park.

**General public outreach** continues on an ongoing basis. We have been working on updating our database so that our annual donor appeal in November 2010 will reach more volunteers and community members. We have also been working on more widespread outreach for our member meetings; the success of this effort is evidenced by the large attendance at the March 17, 2010, presentation on the geology of the watershed. FOSC activities are publicized through our bi-monthly newsletter, in local publications, on our website, and through the FOSC and other neighborhood listservs. We continue to make progress on the Kids Web pages, which will be linked to the existing FOSC website and will have interactive content that can be used both in classrooms and by students at home; students at Joaquin Miller Elementary School have been helping develop content for the site. The executive director and restoration and nursery manager responded to a variety of public inquiries regarding various watershed issues.

#### **Stormwater Pollution Mass Mailing**

The fish kill flyer that we created after the February 2008 event was mailed to 2,122 watershed residents through Alameda Countywide Clean Water program funding. The mid-September 2009 mailer included information on our organization, as well as details on volunteering for Creek-to-Bay Day.

### **Community Partners**

FOSC continues to maintain relationships with community partners including the City of Oakland, Americorps, Boy Scouts of America, buildOn, Chabot Space and Science Center, EarthTeam, East Bay Conservation Corps, Girl Scouts of the USA, Kids for the Bay, Lawrence Hall of Science TEAMS, Oakland's Student Conservation Association, Piedmont High School Key Club, and Skyline High School's Excel and Eco Clubs. A new relationship was forged with Holy Names University faculty, and Environmental Studies students generated Sausal Creek planning proposals which could become field projects for students next school year. Partnerships with other local community groups include Dimond Improvement Association, Friends of Joaquin Miller Park, Friends of Montclair Railroad Trail, Peralta Creek neighbors, Piedmont Pines Neighborhood Association, and Shepherd Canyon Homeowner's Association.

### **Monitoring**

A new board member has taken over our aquatic insect monitoring program. Another board member continues to lead quarterly bird monitoring. After a presentation to our board of directors by Dr. Robert Leidy of the Environmental Protection Agency in January 2010, a new board member has begun a visual fish monitoring program.

### **Board of Directors**

We were pleased to recruit three new members to our Board of Directors for 2010: an educator specializing in insects, an attorney, and an outdoor equipment designer. We are drawing upon their professional expertise for monitoring, fundraising, and administrative assistance.

## **FUNDING**

Additional funding in 2009-2010 came from the Alameda County Fish and Game Commission, Alameda Countywide Clean Water Program, Clif Bar Foundation, The Clorox Company Foundation, Coastal Conservancy, East Bay Municipal Utility District, Environmental Protection Agency, Naches fun Gabyn Fund administered by the East Bay Community Foundation, Patagonia (San Francisco store), Rotary Club of Oakland, San Francisco Foundation, and State Water Resources Control Board. FOSC continues to work to identify other potential funding sources for our programs.

## **SUMMARY**

Total volunteers visits: 2,309  
Total service hours: 6,140  
Native plants propagated and planted: 1,344



P.O. Box 202  
San Leandro, CA 94577-0020

#### Board of Directors

T. W. "Rick" Richards, President  
Dave Owen, Vice President  
Jan Woycheshin, Secretary  
Paul Woycheshin, Treasurer  
Claudia Taurean, Membership Coordinator

## **Activities Report for Watershed Awareness Program 7.1.2009 – 6.30.2010**

### **Events**

*Creek Cleanup:* September 19, 2009 at Root Park in San Leandro. Approximately 30 volunteers removed trash and recyclables from the creek, donating a total of 90 service hours.

*Environmental Forum:* February 20, 2010 at the Marina Community Center. Local politicians Senator Ellen Corbett, Assembly-member Mary Hayashi, and San Leandro Mayor Tony Santos spoke to an audience of about 35 on local and timely environmental issues.

*Earth Club Creek Cleanup:* On January 9, 2010, 9 students from San Leandro High School's Earth Club participated in a creek cleanup at Root Park and removed trash and recyclables, donating 27 service hours.

*Watershed Festival:* April 24, 2010 at Root Park. Five local education and environmental groups set up informational booths at Root Park in downtown San Leandro to help FSLC raise awareness of Bay Area-wide watershed issues to approximately 300 visitors from the surrounding community. In addition, about 73 students from San Leandro schools participated in our watershed contest.

*Creek Cleanup / Restoration:* On June 9, 2010, 33 students and adults participated in a cleanup and restoration project in the creek at Root Park, donating a total of 66 service hours

### **Education and Outreach Programs**

*Friends of San Leandro Creek Meetings* were held every other month at the San Leandro Library. Meeting attendance ranges from 5-20 people.

*Education Programs:* The Watershed Awareness Coordinator presented education programs to 350 local elementary and junior high school students at Root Park and Lake Chabot.

*Friends of San Leandro Creek is a 501(c)(3) not for profit organization. Taxpayer ID 68-0370579.  
Your contributions are tax deductible.  
[www.fslc.org](http://www.fslc.org)*

*General Public Outreach* continues on an ongoing basis. Membership drives are conducted annually. All FSLC activities are publicized by the City of San Leandro both on-line and in print, as well as local publications. The Watershed Awareness Coordinator responded to a variety of public inquiries regarding various watershed issues. FSLC continues to update and add content to its website on a regular basis, which averaged about 2,000 visits per month during this reporting period.

*Interpretive Hikes:* The Watershed Awareness Coordinator lead two hikes during this reporting period in the upper San Leandro Creek watershed. The objective of these programs was to offer an opportunity to educate adults about the natural and cultural history of the region by physically exploring and experiencing the watershed. The combined attendance for both hikes was 10.

*Community Partners:* FSLC continues to maintain relationships with community partners including the City of San Leandro, Creekside Community Church, Alameda County Industries, Girl/Boy Scouts, San Leandro High School Earth Club, and East Hills 4-H Club. FSLC board members and the Watershed Awareness Coordinator will continue to seek out new community partners to help strengthen its presence in the community, recruit volunteers, and increase membership.

*Volunteer Water Quality Monitoring* has been conducted on a monthly to bi-monthly basis, depending on volunteer availability and creek flow.

### **Watershed Education Center**

*Exhibit Development Committee:* This committee (formed in January 2004) is composed of local educators and meets on a limited basis to develop the exhibits and content planned for the Watershed Education Center. A draft Interpretive Plan has been prepared and the committee continues to refine its content. Regular meetings will resume once the property has been acquired.

*Funding:* The WEC project is moving forward with funding coming from Alameda County Public Works. FSLC is in the property acquisition phase and will move into the project redesign phase as soon as the project is approved by the county board of supervisors.

### **Funding**

*Other sources of funding:* FSLC continues to work to identify other potential funding sources for our programs including Braddock Charitable Foundation, Pacific Gas & Electric, and the Watershed Project

## Summary

Total volunteers

72

Total service hours

183

Total education programs

15

Total participants

350

Total FSLC events

4

Total participants

400

Attachment B:

C.9.1 IPM Resolution

C.9.2 Pest Control Contract



June 10, 2008

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: ADOPT 75% WASTE DIVERSION RESOLUTION AND BAY-FRIENDLY  
LANDSCAPING RESOLUTION

RECOMMENDATION:

- A. Adopt a resolution establishing a goal of 75% reduction of waste going to landfills by 2010 for County operations and County Unincorporated Areas; and
- B. Adopt a resolution establishing Bay-Friendly Landscaping practices as a guideline for County landscaping and for private/public partnership projects.

DISCUSSION/SUMMARY:

When the Alameda County Waste Reduction and Recycling Initiative Charter Amendment (Measure D) was approved by voters in 1990, it established countywide waste reduction goals. A goal of 50% diversion was established for the year 2000, and subsequently the Integrated Waste Management Plan established a diversion goal of "75% and beyond." Alameda County as a whole has met the 2000 target. Further, studies of the overall waste stream by StopWaste.Org show that plant debris from landscape construction, renovation, and maintenance comprises 7% of the materials disposed in Alameda County landfills. Traditional landscaping design and practices not only fill up our landfills with waste plant debris, they use significant amounts of chemicals and the County's precious and limited drinking water supply. To formalize the County's commitment to meet these sustainability challenges, the Community Development Agency (CDA), the General Services Agency (GSA), and the Public Works Agency (PWA) have partnered to develop the attached resolutions.

The Waste Diversion Resolution formally adopts a diversion target of 75% by 2010 for County operations and the unincorporated areas. The Resolution directs CDA to work with community members and local waste and recycling service providers to achieve this goal for the unincorporated communities and to reinforce waste reduction in the General Plans and other community development activities. The Resolution also directs GSA to develop strategies to achieve the 75% goal for county operations in cooperation with County agencies. Additionally,

it directs all County agencies to minimize their waste generation and improve recycling practices as a priority in their own operations as well as in the services provided to them by outside contractors. This Resolution also commits the County to review adopting a Zero Waste goal once the 75% goal is achieved.

The Bay-Friendly Landscaping Resolution directs GSA, PWA, and all other County agencies making landscaping decisions to include bay-friendly landscaping elements from the StopWaste.Org Bay-Friendly Landscaping Guidelines. Specifically, County landscape projects and public-private partnership landscape projects built on County-owned land or funded by the County will incorporate Bay-Friendly principles. Additionally, County landscapes will be maintained using the sustainable principles outlined in the Guidelines as practicable.

Additionally, the Bay-Friendly Landscaping Resolution sets specific requirements that landscaping for all new facilities will not use traditional grass turf unless required for specific functional use such as athletic fields. In such cases, drought-tolerant low-chemical varieties shall be planted. It also commits the County to actively pursue a replacement program of high-water landscaping, such as grass turf, with Bay-Friendly drought-resistant landscaping at all County facilities. Lastly, the Resolution directs CDA to encourage private landscape projects to include Bay-Friendly landscaping elements.

FINANCING:

Funding will be addressed as programs and projects are developed and before they are implemented. Adoption of these resolutions maintains the County's eligibility for funding from Stopwaste.Org.

Respectfully Submitted,



James Sorensen  
Director, Community Development Agency



Aki K. Nakao  
Director, General Services Agency



Daniel Woldesenbet  
Director, Public Works Agency

Attachments

AKN/JRK/CB/mg:I:\Board Letters\TSD\07-08 fiscal year\Bayfriendly Landscaping.doc

cc: Susan S. Muranishi, County Administrator  
Patrick O'Connell, Auditor-Controller  
Richard Winnie, County Counsel  
Karen Smith, StopWaste.Org

## RESOLUTION NO. 2008-\_\_\_\_\_

**RESOLUTION ESTABLISHING A GOAL OF 75% REDUCTION IN WASTE GOING TO LANDFILLS BY 2010 FOR UNINCORPORATED AREAS AND CIVIC OPERATIONS OF THE COUNTY OF ALAMEDA**

**BE IT RESOLVED** by the Board of Supervisors of the County of Alameda:

**Whereas**, the California Integrated Waste Management Act of 1989 (AB 939) mandated that all California jurisdictions reduce the quantity of solid waste disposed in landfills by 50% by 2000; and

**Whereas**, the unincorporated communities of Alameda County have met the 50% waste reduction goal; and

**Whereas**, since 1990 the County has offered a range of recycling and waste reduction programs to County employees to promote a sustainable and healthy workplace; and

**Whereas**, in 1990 Alameda County's voters passed Measure D (the Alameda County Waste Reduction and Recycling Initiative Charter Amendment), setting a countywide goal of reducing the waste going to landfills 75% by 2010; and

**Whereas**, Alameda County wishes to do its part to achieve the countywide goal of 75%; and

**Whereas**, Alameda County has adopted a number of programs and policies which support this goal including green building standards, construction and demolition debris diversion requirements, property and salvage center, environmental purchasing practices, commercial and curbside recycling programs, and a food waste collection program; and

**Whereas**, the General Plans for Castro Valley, Eden Area, and the East County include goals to ensure efficient recycling including coordination with the Alameda County Integrated Waste Management Plan, promotion of source reduction, recycling, and composting, and zoning to allow waste recovery facilities; and

**Whereas**, in 2006 the County established a Climate Change Leadership Strategy, and resource conservation and recycling will significantly reduce Alameda County's contributions to climate change; and

**Whereas**, the County Strategic Vision, in principal, establishes sustainability as a principle for decision-making; and

**Whereas**, disposing materials in landfills and incinerators causes damage to human health, wastes natural resources and wrongly transfers liabilities to future generations; and

**Whereas**, taxpayers, consumers, and local governments are currently forced to assume the high financial cost of collecting, recycling, and disposing of materials; and

**Whereas**, waste is a result of poor product design and producers should design products that can be safely and easily recycled back into the marketplace or nature; and

**Whereas**, a resource recovery-based economy will create and sustain more productive and meaningful jobs; and

**Whereas**, in 2001 the California Integrated Waste Management Board set a goal of Zero Waste in its strategic plan for the state; and cities, councils, counties worldwide have adopted a goal of achieving zero waste.

**NOW THEREFORE BE IT:**

**Resolved**, that the Board of Supervisors hereby adopts a goal of 75% reduction of waste going to landfills by 2010 for the County of Alameda, in accordance with the countywide 75% waste reduction goal using the existing state of California Diversion rate methodology for measurement; and

Further **Resolved**, that the Board of Supervisors strongly requests local waste and recycling service providers to achieve the 75% goal for unincorporated communities, which will be measured in accordance with the Countywide goal using the existing State of California diversion rate methodology for measurement, and directs the Community Development Agency to provide all practicable assistance to these providers and other public agencies to achieve this goal; and

Further **Resolved**, that these strategies shall be reinforced in General Plans and other community development activities; and

Further **Resolved**, that the Board of Supervisors directs the General Services Agency to develop strategies to achieve the 75% goal for county operations in cooperation with all employees and agencies, which will be measured through internal inventories; and

Further **Resolved**, that all agencies will report annually on their efforts to minimize waste generation and promote recycling within their agencies and for services provided to them by outside contractors; and

Further **Resolved**, that County employees are expected to recycle and reuse all materials for which recycling programs are available, and consider the full lifecycle of products when using materials; and

Further **Resolved**, that the County will partner with StopWaste.Org, recycling companies, local businesses, and sustainability advocates to strengthen the County's economy by stimulating sustainable local enterprises that use discarded products and to develop strategies to advance "upstream" waste prevention strategies such as product redesign, process re-engineering, and low-impact lifestyles; and

Finally **Resolved**, that the County will review adopting a Zero Waste goal once the 75% goal is achieved.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Alameda, State of California this seventeenth day of June, Two Thousand and Eight.

\_\_\_\_\_  
Scott Haggerty, President  
Supervisor, 1<sup>st</sup> District

\_\_\_\_\_  
Alice Lai-Bitker, Vice President  
Supervisor, 3<sup>rd</sup> District

\_\_\_\_\_  
Gail Steele  
Supervisor, 2<sup>nd</sup> District

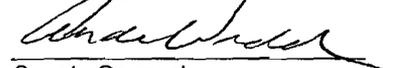
\_\_\_\_\_  
Nate Miley  
Supervisor, 4<sup>th</sup> District

\_\_\_\_\_  
Keith Carson  
Supervisor, 5<sup>th</sup> District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

RESOLUTION NO. 2008-\_\_\_\_\_

**RESOLUTION ESTABLISHING A BAY-FRIENDLY LANDSCAPING POLICY  
FOR THE COUNTY OF ALAMEDA**

**BE IT RESOLVED** by the Board of Supervisors of the County of Alameda:

**Whereas**, studies of the overall waste stream by StopWaste.Org show that plant debris from landscape construction, renovation and maintenance comprises 7% of the materials disposed in Alameda County landfills; and

**Whereas**, the State of California is experiencing significant drought, and traditional landscaping practices consume large volumes of drinking water; and

**Whereas**, in 2001 the EPA listed all the creeks in the San Francisco Bay Area as impaired due to pesticide contamination; and

**Whereas**, Bay-Friendly Landscaping is a whole systems approach which supports the integrity of the San Francisco Bay watershed by reducing waste and using recycled content materials; nurturing healthy soils while reducing fertilizer use; conserving water, energy and topsoil; using Integrated Pest Management (IPM) to minimize chemical use; reducing stormwater runoff; and creating wildlife habitat; and

**Whereas**, in 2001 the Board of Supervisors established a policy on pesticide use requiring each County agency that uses pesticide to adopt an Integrated Pest Management plan; and

**Whereas**, the Board of Supervisors finds that County agencies and personnel, particularly the General Services Agency, have taken steps to successfully practice Bay-Friendly Landscaping; and

**Whereas**, the County Strategic Vision, in principal, establishes sustainability as a principle for decision-making, and Bay-Friendly Landscaping enhances urban sustainability; and

**Whereas**, Bay-Friendly landscape design, construction, operation and maintenance promotes reduced use of chemicals, energy and water conservation, waste reduction, healthy wildlife habitat, the health of the San Francisco Bay watershed, improved air quality and the health of residents, employees, and visitors to the County; and

**Whereas**, studies by StopWaste.Org show that Bay-Friendly Landscaping reduces greenhouse gas emissions by 4 tons CO<sub>2</sub> equivalent per acre relative to conventional landscaping practices due to less waste transportation, less organic debris in the landfill, reduced trimming and mowing, fewer chemicals, reduced water consumption, and increased soil organic matter; and

**Whereas**, Bay-Friendly Landscaping can result in significant cost savings to the County over the life of the projects; and

**Whereas**, the County finds that it is critical to both the economic and environmental health of the County that the County provide leadership to the private and public sectors by demonstrating the benefits of Bay-Friendly landscaping; and

**Whereas**, in Alameda County, StopWaste.Org has defined and promoted environmentally friendly landscaping for the commercial, institutional and residential sectors by developing the Bay-Friendly Landscape Guidelines for professional landscapers and the Bay-Friendly Gardening Guide for residents.

**NOW, THEREFORE BE IT:**

**Resolved**, that the Board of Supervisors directs the General Services Agency, Public Works Agency, and all other County agencies making landscaping decisions to include Bay-Friendly landscaping elements in County landscape projects and in public-private partnership landscape projects built on County-owned land or funded in part or fully by the County; and

Further **Resolved**, that all projects with landscapes which are officially identified and substantially funded on or after the effective date of this Resolution shall have a project goal of reaching at least the minimum points as identified on the StopWaste.Org Bay-Friendly Landscape Scorecard, and that agencies managing such projects will report annually on their progress to the BOS; and

Further **Resolved**, that landscaping for all new facilities will not use conventional grass turf unless required for specific functional use such as an athletic field, in which case drought-tolerant low-chemical varieties shall be planted; and

Further **Resolved**, that the County will actively pursue a program to replace high-water landscaping, such as grass turf, with Bay-Friendly drought-resistant landscaping in all County facilities and will evaluate the availability and economic feasibility of conversion to reclaimed water for all County landscaping; and

Further **Resolved**, that Bay-Friendly practices shall be incorporated into the maintenance of County landscapes by the General Services and Public Works Agencies and their contractors where practicable and cost effective; and

Further **Resolved**, that the Public Works Agency shall regularly review the project specifications used in bidding traditional public works projects to include the best environmental practices and Bay-Friendly landscaping practices applicable; and

Finally, **Resolved**, that the Board of Supervisors directs the Community Development Agency to encourage private landscaping projects to include Bay-Friendly landscaping elements.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Alameda, State of California this seventeenth day of June, Two Thousand and Eight.

\_\_\_\_\_  
Scott Haggerty, President  
Supervisor, 1<sup>st</sup> District

\_\_\_\_\_  
Alice Lai-Bitker, Vice President  
Supervisor, 3<sup>rd</sup> District

\_\_\_\_\_  
Gail Steele  
Supervisor, 2<sup>nd</sup> District

\_\_\_\_\_  
Nate Miley  
Supervisor, 4<sup>th</sup> District

\_\_\_\_\_  
Keith Carson  
Supervisor, 5<sup>th</sup> District

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

## QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Webb's Pest Control DEPT #: \_\_\_\_\_

TITLE/SERVICE: Pest Control Services

DEPT. CONTACT: Debbie Bender PHONE: (510) 667-3047

### I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )

If the answer to BOTH questions is YES, provide the employer ID number here:  
94-3081457.

No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

### II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) (X)
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) (X)
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) (X)
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) (X)

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
  - 1.a. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

  - 1.b. Will the County provide more than 20% of the contractor’s income? ( ) ( )
- 2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A “yes” answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an “employee for withholding purposes.”

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Signatures: \_\_\_\_\_

Contractor	Agency/Department Head or Designee
Printed Name	Printed Name
Date	Date

**HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2008, is by and between the County of Alameda, hereinafter referred to as the “County”, and Webb’s Pest Control, hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, County desires to obtain pest control services which are more fully described in Exhibit A hereto (“Definition of Services”).

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Pest Control Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Debarment and Suspension Certification
- Exhibit E     Contract Compliance Reporting Requirements

The term of this Agreement shall be from December 1, 2008 through November 30, 2011

The compensation payable to Contractor hereunder shall not exceed *One Hundred Ninety Four Thousand Nine Hundred and Eighty Two dollars (\$194,982)* for the term of this Agreement

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

WEBB'S PEST CONTROL

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: John Glann  
(Printed)

Name: James E Webb  
(Printed)

Title: Purchasing Agent

Title: Owner/Operator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and

further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's

services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
BMD - Facilities Mgmt.  
2054 Fairmont Drive  
San Leandro, CA 94578  
Attn.: Debbie Bender

To Contractor: WEBB'S PEST CONTROL  
35 Camellia Place  
Oakland, CA 94602  
Attn: James E. Webb, Sole Proprietor

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
  
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
  
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812,

including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Pest Control Services shall not exceed \$194,982 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall comply with the County's Small and Emerging Local Business provision.
22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall

constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
  32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
    - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
    - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**  
**DEFINITION OF SERVICES**

1. Contractor shall provide Pest Control Services in accordance with the “Specific Requirements” section within County’s Request for Quotation No.900502 (RFQ) and “Description of Services” section of Contractor’s Proposal dated October 10, 2008. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1,
  - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFQ sections and the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.
  - b. County and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

James E. Webb  
Owner/Operator

Phone: 510-451-9064  
Fax: 510-842-8787  
E-Mail: webbspest@comcast.net

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County’s approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.
4. Under the requirements of the Countywide Clean Water Program, Contractor shall implement an (IPM) program that includes the reduction, phase-out or elimination of pesticides, which cause impairment of surface waters. The following pesticides or toxins are restricted by the County and shall not be used, in any manner or form, to service County facilities:
  - Pendimethalin, **and**
  - Trifluralin

5. Pest Control Services shall consist of a minimum number of monthly services specified for each location and more often if deemed necessary by the person in charge of pest control at each location.
6. Contractor shall report to the individual designated for each location as listed on the bid form before performing any service so as to become aware of any recent pest problems. Contractor shall provide, in advance to the County, copies of the Material Safety Data Sheets (MSDS) and container labels for all pesticides and toxins that may be used in County buildings. Contractor shall also provide in advance to the County, a copy of their (IPM) program. Prior to performing work, the Contractor shall be given the IPM documents for each department and shall perform work for a department in accordance with that department's IPM program. If, during the course of service, any building disrepair, which might contribute to pests, is noted, the site contact person shall be informed in writing, so that the disrepair may be remedied. Contractor shall report to the site contact person after each service to obtain verification that service was performed. Contractor shall not leave a service report on a vacant desk and must deliver to responsible County personnel. The County will not pay for any service prior to the service being performed.
7. Chemical products used shall be approved and used as intended and applied in a manner consistent with regulations established by the California Department of Pesticide Regulation.
8. Service: Contractor(s) shall provide an environment free from, but not limited to, the following pests:
  - Spiders, cockroaches and beetles
  - Crickets, and other hoppers
  - Ants (all species), earwigs, sow bugs, silverfish and other crawling insects
  - Lice, mites, bed bugs, fleas and other biting insects
  - Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a max. height of two (2) stories
  - Flies, moths and other flying insects
  - Weevils and other food pests
  - Mice, rats and other rodents
9. The pest control services shall be performed in all buildings listed on Exhibit B-Revised, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas /rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, dumb waiters and surroundings pits, walls / enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, loading platforms, refuse containers and surrounding storage areas, dorms, bedrooms, cells, offices, lavatory and shower areas, hallways and lounge areas.
10. The Contractor shall perform a thorough detection program during every pest control service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the Contractor shall submit a written report to the

inspection site's designated individual, listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

11. Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor shall be required to provide necessary services at alternate times, agreeable to the County facility, at no additional cost. Complaints and unscheduled service requirements, including recall work required between scheduled service visits, shall be handled within twenty-four (24) hours after notification and will be at no additional cost to the County. It is suggested that this be handled by an individual(s) other than the regular service person, so as to not interfere or delay the scheduled service.
12. In the event of an emergency infestation at a facility owned or operated by the County which is not specified in Exhibit B-Revised, Contractor shall be available for immediate eradication services.

**EXHIBIT B**  
**PAYMENT TERMS**

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Facility	Approximate Square Footage	Interior	Exterior	Specified Pests	Flat Monthly Cost
Access Building 2035 Fairmont Drive San Leandro, CA	26,900		X	Spiders, Cockroaches, Beetles, Crickets, and Ant, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$54.00
Harbor Bay Facility 1131 Harbor Bay Parkway Alameda, CA	48,261		X	Roaches, Spiders, Ants	\$66.00
Administration Building 1221 Oak Street Oakland, CA	209,685	X		Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$102.00
Alameda County Law Library 125 12th Street Oakland, CA	65,700		X	Ants, Roaches, Fleas	\$66.00
Animal Control 2700 Fairmont Drive San Leandro, CA	3,456	X	X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$66.00
Building "A" <i>* See Animal Control Above</i>		X	X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$66.00
Building "B" <i>* See Animal Control Above</i>		X	X	Flies, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$66.00
Building "C" <i>* See Animal Control Above</i>		X	X	Flies, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$66.00
Behavioral Hlth Care 15750 Foothill Blvd. San Leandro, CA	8,000		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$48.00
Building & Maintenance: New Warehouse <i>* See Santa Rita</i>	15,000	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
California Highway Patrol <i>* See Santa Rita</i>	11,805	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00

Camp Wilmont Sweeney 2600 Fairmont Drive San Leandro, CA	33,404		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
Chabot Boy's Camp 2500 Fairmont Drive San Leandro, CA	32,755		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
Coroner's Office 480 4th Street Oakland, CA	16,667	X	X	Flies, Roaches, Ants, Fleas, Mice, Rats	\$72.00
Courthouse Building 1225 Fallon Street Oakland, CA	256,019	X		Ants, Mice, Rats	\$114.00
Courthouse Square 24085 Amador Street Hayward, CA	29,769		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$54.00
Criminal Justice Mental Health Tr. #1 2060 Fairmont Drive San Leandro, CA	2,800		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$48.00
East County Animal Control <i>* See Santa Rita</i>	15,400	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$156.00
Eden Socialization Program, Trl. #3 2060 Fairmont Drive San Leandro, CA	2,800		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$48.00
Eden Township Substation 15001 Foothill Blvd. San Leandro, CA	25,851		X	Lice, Silverfish, Flies, Beetles, Fleas, Moths, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$66.00
Emergency Operations Center 2000 150th Street San Leandro, CA	20,035		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$66.00
Family Support 2901 Peralta Oaks Court Oakland, CA	51,408		X	Ants, Fleas	\$78.00
Grounds Building <i>*See Santa Rita</i>	2,400	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$48.00
GSA Garage/Fuel Station <i>*See Santa Rita</i>	3,630	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$48.00
Hall of Justice 39439 Paseo Padre Fremont, CA	107,981		X	Flies, Beetles, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$102.00

Hall of Justice 24405 Amador Street Hayward, CA	29,769		X	Flies, Beetles, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$54.00
Heavy Equipment Center <i>*See Santa Rita</i>	31,910	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
Juvenile Hall 2200 Fairmont Drive San Leandro, CA	148,644		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$108.00
Lakeside Plaza 1401 Lakeside Drive Oakland, CA	141,586		X	Ants, Roaches	\$108.00
Las Vistas I, II, III, and Rec. 2300 Fairmont Drive San Leandro, CA	6,804		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$144.00
Snedigar Cottage 2130 Fairmont Drive San Leandro, CA	6,420		X	Mice, Rats, Fleas,	\$48.00
Guidance Trailers 2100 Fairmont Drive San Leandro, CA	6,720		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$48.00
Eden Mental Health 2045 Fairmont Drive San Leandro, CA	8,239		X	Ants, Spiders, Cockroaches, Beetles, Crickets, Earwigs, Sow Bugs, Silverfish, Lice, Mites, Bed Bugs, Fleas, Wasps, Hornets, Flies, Moths, Weevils, Mice, Rats	\$48.00
OES Storage Facility <i>* See Animal Control</i>	7,039		X	Flies, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$48.00
Office of Emergency Services <i>*See Santa Rita</i>	19,564	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$144.00
Pretrial Facility 556 7th Street Oakland, CA <i>*See North County Jail</i>	10,000		X	Roaches, Ants, Fleas, Spiders, Rats, Mice	\$108.00
Probation Department 400 Broadway Oakland, CA	100,841		X	Roaches, Ants, Flies, Fleas, Rats, Mice	\$90.00
Public Health Department 499 5th Street Oakland, CA	57,000		X	Roaches, Ants, Mice, Rats, Fleas	\$78.00
Public Works 399 Elmhurst Hayward, CA	47,248		X	Flies, Beetles, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$156.00
Public Works Facility <i>*See Santa Rita</i>	8,209	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00

Printing Services 15800 Foothill Blvd. San Leandro	27,788	X		Flies, Mice, Roaches	\$66.00
Castro Valley Library 20055 Redwood Road Castro Valley, CA	10,239		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$55.00
Community Re-Entry Center 2425 East 12th Street Oakland, CA	35,900	X	X	Ants, Roaches	\$78.00
San Lorenzo Library 395 Paseo Grande San Lorenzo, CA	11,867		X	Ants, Spiders	\$54.00
Santa Rita Jail 5325 Broder Blvd. Dublin, CA	962,846			Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$971.00
Sheriff's Training Center <i>*See Santa Rita</i>	20,380	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$144.00
Public Works 224 West Winton Hayward, CA	82,308		X	Flies, Beetles, Fleas, Mites, Roaches, Ants, Earwigs, Spiders, Mice, Rats	\$84.00
Social Services Agency 7751 Edgewater Drive Oakland, CA	28,016		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
Hayward Veterans Memorial Bldg. 223737 Main Street Hayward, CA	12,857		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$60.00
Albany Veterans Memorial Bldg. 1325 Portland Ave. Albany, CA	13,652		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$60.00
Niles Veterans Memorial Bldg. 37154 Second Street Fremont, CA	11,132		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$60.00
Veteran's Building 1105 Bancroft Avenue San Leandro, CA	21,223		X	Ants, Roaches, Mice, Rats	\$72.00
Welfare Building 24041 Amador Street Hayward, CA	37,500		X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$54.00
Welfare Building 401 Broadway Oakland, CA	103,229		X	Roaches, Ants, Flies, Fleas, Rats, Mice	\$96.00
Welfare Building 8477 Enterprise Way Oakland, CA	44,168		X	Fleas, Mice	\$78.00

Wiley Manuel Court 661 Washington Street Oakland, CA	210,406	X	X	Roaches, Ants, Fleas, Rats, Mice	\$198.00
Alameda County Juvenile Justice Center (ACJJC) 2300 Fairmont Dr. San Leandro, CA	379,000	X	X	Mice, Rats, Fleas, Ants, Roaches, Earwigs, Lice, Flies, Silverfish, Moths, Weevils, Beetles, Spiders	\$216.00
Zone 7 Water Agency 5997 Parkside Drive Pleasanton, CA	7,800	X	X	Ants, Beetles, Fleas, Mice, Rats, Roaches, Spiders, Wasp, Weed Abatement	\$72.00
<b>Facility</b>	<b>Approximate Square Footage</b>	<b>Interior</b>	<b>Exterior</b>	<b>Specified Pests</b>	<b>Hourly Rate for Services as Needed</b>
Patterson Pass Water Treatment Plant 8750 Patterson Pass Rd Livermore, CA	13,000	X	X	Ants, Beetles, Fleas, Mice, Rats, Roaches, Spiders, Wasp, Weed Abatement	\$58.00
Del Valle Water Treatment Plant 601 E. Vallecitos Rd. Livermore, CA	11,400	X	X	Abatement for Ground Squirrels, Ants, Beetles, Fleas, Mice, Rats, Roaches, Spiders, Wasp, Weed Abatement	\$58.00
Zone 7 Water Agency Wells & Pump Stations, Livermore, Pleasanton, Dublin <i>See Patterson Pass Road Above</i>			X	Ants, Beetles, Fleas, Mice, Rats, Roaches, Spiders, Wasp, Weed Abatement	\$58.00
Patterson Pass Water Treatment Plant, Safety Building, <i>See Patterson Pass Road Above</i>			X	Ants, Beetles, Fleas, Mice, Rats, Roaches, Spiders, Wasp, Weed Abatement	\$58.00

2. Invoices will be approved by the County.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$194,982. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_