TO: Executive Committee
FROM: The Committee on Research
SUBJECT: 17-18 CR 5: Galindo Creek Field Station Proposal

PURPOSE: Referral of the Galindo Creek Field Station Proposal for review

ACTION REQUESTED: That the Executive Committee review the proposal and refer the proposal to the Provost and Vice President of Academic Affairs and place it as an information item on the agenda of the Academic Senate.

BACKGROUND:

At its meeting on April 26, 2018, CR reviewed and voted unanimously to refer the Galindo Creek Field Station proposal for review by the Executive Committee, in accordance with the Centers and Institutes policy.
I: Purpose

“At a time when humans are altering the world at an unprecedented pace and scale, the need for objective field research has never been more urgent. Just as research hospitals are critical for medical breakthroughs, and telescopes essential for extending our knowledge of the universe, field stations provide the critical real-world laboratories environmental scientists need to further our understanding of the Earth and its processes.”

Organization of Biological Field Stations

The Galindo Creek Field Station at Cal State East Bay provides the university community with an on-campus outdoor preserve to support scholarship and learning. The principal geographic feature of the preserve is Galindo Creek. Part of the Mount Diablo Watershed, the creek runs through the eastern edge of campus and is surrounded by a legally mandated riparian buffer that provides habitat for dozens of native species including deer, coyotes, bobcats, rabbits, and squirrels, as well as a variety of reptiles, amphibians and birds, some on the California endangered list. Tributaries of the creek form a number of marshes that provide additional habitat. Unsuitable for development because of engineering challenges and legal constraints, the total area of the field station is 53.9 acres.

According to the National Science Foundation, Field Stations and Marine Laboratories (FSMLs) are outdoor reserves supporting “research and education conducted in the natural habitats of terrestrial, freshwater, and marine ecosystems.” Such stations enhance research and science education options “by preserving access to study areas and organisms, by providing facilities and equipment in close proximity to those study areas, and by fostering an atmosphere of mutual scientific interest and collaboration in research and education.”

The Concord Campus provides an excellent location for the university’s first modern field station. Sitting at a unique convergence of developed suburban environment and protected open space, the campus’s 386 acres forms a nexus between built and natural landscapes, offering an opportunity for habitat conservation and environmental education.

The development of a field station at Cal State East Bay reinforces the California State University’s 2014 Sustainability Policy, which launched the “Campus as Living Lab” (CALL) grant program. The program has as its primary goal the partnering of interested faculty and facilities operations staff to “work together to incorporate a specific university challenge into the curricula of courses.” As East Bay creeks have been seriously compromised by damming, stream bed alteration, dumping, the introduction of non-native plant species, and other consequences of urban development, creek restoration and continuous stewardship presents the university with a practical problem that requires practical solutions, one that provides faculty with an opportunity to engage their students in experiential learning.
The field station’s long-term goals are as follows:

1) To provide faculty with an on-campus area suitable for scientific research.
2) To provide students with a rich environment for STEM related fieldwork.
3) To provide the Concord Campus with a site suitable for collaborative endeavors involving external partners and aligned with the educational mission of the university.
4) To position the university as a leading steward of Contra Costa County’s rich natural environment.

Academic programs that could benefit from the field station, both as a site for faculty research and student work, include, but are not limited to:

- College of Science
  - Biology
  - Environmental Sciences
- College of Education and Allied Studies
  - Single Subject Credential (Offered at Concord)
  - Multiple Subject Credential (Offered at Concord)
- College of Arts, Letters and Social Sciences
  - Liberal Arts-Teacher Education Pathway (Offered at Concord)
  - Environmental Studies
  - Geography

The site also lends itself to additional disciplines, such as anthropology, agriculture, chemistry, geology, natural resource management, art, photography, and more.

II: Physical Boundaries and Limitations on Use
The Galindo Creek Field Station encompasses 53.9 acres of university land south on the southeastern corner of campus and includes an approximately 1,200-foot section of Galindo Creek, a fifty-foot riparian buffer that protects the waterway, as well as an associated tributary and wetlands area. The southern border of the Boatwright Sports Complex forms the field station’s northern boundary. The eastern boundary consists of the eastern campus border, which abuts homes along Discovery Way in the City of Concord. The southern boundary is marked by the campus-Crustyl Ranch border. Designed to protect the western tributary and associated wetlands, the field station’s western boundary creates a grasslands buffer averaging 365 feet from the wetlands (See Figure 1. Also see the Appendix).

As a protected reserve, use of field station grounds are subject to the following restrictions and uses:

- In order to preserve the creek area, no permanent structures are allowed within field station boundaries, unless authorized by revisions to the charter.
- All research and student educational experiences are vetted by the advisory body through an official application process.
- The general public are not authorized on field station grounds, with the exception of educational events organized by the campus administration and approved by the advisory body.
• As livestock grazing can reduce the standing crop of perennial and annual grasses to levels that reduce fuel loads, and ranch partnerships typically increase the number of “eyes” required for effective stewardship, the university may enter into grazing leases on the western section of the field station, west of the access road. Grazing is not permitted around the main creek area, east of the access road.

• The boundaries of the field station may be expanded by alteration and approval of the charter.

Figure 1: Field Station Boundaries
III: Similar Centers
California State University, East Bay does not currently operate a field station. However, other CSU campuses independently operate 30 Field Stations and Marine Laboratories to augment on-campus instruction. The University of California likewise operates 38 field reserves as centers of instruction and research, operated under the auspices of the University of California Natural Reserve System. Field stations in the San Francisco Bay Area include the Galbreath Wildlands Preserve, the Fairfield Osborn Preserve, and the Los Guillicos Preserve, all managed by Sonoma State University; the Romberg Tiburon Center for Environmental Studies, and the Sierra Nevada Field Campus, and the San Francisco Bay National Estuarine Research Reserve, operated by San Francisco State University; and the BioAg Field Site, operated by California State University, Stanislaus. A consortium of seven CSU campuses, including Cal State East Bay, maintains the Moss Landing Marine Laboratories, near Monterey.

IV: Organizational Structure
The Galindo Creek Field Station will operate as a university center subject to the policies and procedures of California State University, East Bay, and will be under the direction of the Executive Director, Concord Campus, with an advising body composed of the Concord Campus Advisory Committee.

A) Field Station Director
The Executive Director of the Concord Campus is a presidential appointee reporting to the Provost and Vice President of Academic Affairs, and is charged with overseeing all campus operations. The Executive Director shall be responsible for:

- Oversight of field station activities to ensure achievement of charter goals;
- Consultation with the advisory group;
- The operation and management of the station, the proper handling of funds, and the financial soundness of the station;
- Budget management, including the review and approval of all expenditures;
- Managing all space, physical arrangements, production of brochures and materials, and other support of programs and scholarly projects;
- Keeping and maintaining all field station records, including those involving site visits.
- Evaluates proposals submitted by faculty for field station use;
- Ensuring that the field station adheres to its commitment to diversity in activities and appointments;
- Ensuring that the center adheres to university policy regarding Centers and Institutes, including meeting ORSP annual reporting requirements;
- Ensuring that all applicable research protocols are reviewed by the IACUC or IRB.
- Developing and maintaining a field station website in compliance with university policy and procedures.
B) Advisory Body

The Concord Campus Advisory Committee (CCAC), a permanent subcommittee of the Academic Senate, is the primary advisory group for the Galindo Creek Field Station. The Concord Campus Advisory Committee (CCAC) is a Senate Subcommittee charged with:

“...Advising the Senate on policy issues related to CSU East Bay’s Concord Campus. Recommendations from the CCAC on matters pertaining to the affairs of students, curriculum and instruction, research, faculty affairs, technology and/or resources will be subject to review and comment by other committees of the faculty as determined by the Executive Committee.” (95-96 BEC 10)

The CCAC reflects university diversity policies as executed by the Executive Committee, and consists of the following ten voting members:

- Five faculty members, appointed to staggered two-year terms by the Executive Committee, one from each College and the Library.
- The Executive Director of the Concord Campus.
- One student member appointed to a one-year term by Associated Students.
- One Student Services Professional appointed to a two-year term by the Executive Committee.
- One Emeritus faculty member, appointed to a one-year term by the Executive Committee.
- One Lecturer faculty member, appointed to a one-year term by the Executive Committee.
- The Chair of CCAC is elected annually from the five faculty members by a majority vote of the entire committee.

The 2017-2018 academic year CCAC members include:

- Kathy Futterman, CEAS
- Liz Ginno, LIBRARY
- Keith Inman, CLASS
- Carol Lauzon, CSCI (Committee Chair)
- Jeff Newcomb, CBE, Lecturer
- Robert Phelps, Concord Campus Executive Director
- Linda Smetana, CEAS
- Ellen Woodard, (Lecturer Representative)
- Cecilia Zefeldt, Concord Campus Staff

The CCAC will assist and advise the Executive Director in the operation and development of the GCFS. The advisory group is expected to recommend general guidelines for all field station programs and activities as specified and serve as a resource group to which the Executive Director can bring issues for discussion and recommendation. Specifically, the Committee:

- Works with the Executive Director to ensure compliance with the Galindo Creek Field Station mission, guiding principles, and core values;
• Makes specific recommendations concerning management of the site;
• Reviews and endorses field station policies and guidelines;
• Maintains contact with the scientific community within and outside the University.

Figure 2: Field Station Administration

V) Field Station Operations
As the Galindo Creek Field Station will not be open to the public, but rather reserved exclusively for research and student field-work, operations and resource allocation will focus on stewardship, research and student learning, faculty support, and community education.

Stewardship:
• Activities related to stewardship include but are not limited to:
  o Maintenance of fencing.
  o Regular patrols by officers of the University Police Department.
  o Installation and maintenance of basic signage.
- Regular site visits by the Executive Director and campus staff and the identification of needed improvements.
- Implementation of identified improvements.

Research and Student Learning
- All requests for field station use will be governed by the proposal’s:
  - Contribution to the fulfillment of the mission of the CSU and the campus;
  - Conformity with all applicable laws and regulations and with all campus policies, including the campus risk management policy;
  - Consistency with the charter of the field station;
  - Alignment with the autonomy of the University;
  - Adherence to University policy governing research;
  - Adherence to any terms agreed upon between the Field Station and donors.
  - Field Station activities that necessitate the formation of an alliance or partnership with an external unit or agency must receive prior approval of the appropriate administrator before such activities are undertaken.

Faculty Support
- In the area of faculty support, the field station administration will:
  - Work with the Office of Sustainability and the Office of Research and Sponsored Programs to identify system-wide and external research grants for faculty.
  - Provide office and storage space for all faculty working at the field station.
  - Provide other reasonable means of support to faculty working at the station.

Community Education
- In regards to community awareness, the field station administration will:
  - Work with faculty experts to develop and place interpretive displays on the perimeter of the station, educating the public on the ecological importance of the site.
  - Develop an educational webpage as part of the university website, in conjunction with interested academic departments.
  - Organize an annual Earth Week cleanup, restoration and educational event at the station, engaging students through service learning.
  - Develop a community education campaign through targeted mailings and engagement of civic leaders, with the goal of developing neighborhood partners dedicated to the protection of the site.

VI) Funding
As an integral part of the Concord Campus, the Galindo Creek Field Station derives its base operating budget from discretionary use of the campus general operations fund, as well the campus donations fund.

Transactions regarding the field station will involve a specific program code to track related expenditures, donations and internal allocations. Maintenance of field station fencing and access road maintenance will be allocated from campus FOD funding, including but not limited to the Crystyl Ranch Fund.
An initial one-time allocation of $10,000 from the Concord Campus Unrestricted Donations Fund will support development and installation of interpretive signage at the field station site as well as the development of community awareness materials.

As stated in Section V, the Executive Director will work with the Office of Sustainability and the Office of Research and Sponsored Programs to identify system-wide and external research grants for faculty.

The Field Station will have no permanent staff or faculty; however, in the event the Field Station generates a funded requirement for faculty time, reassigned time for Field Station personnel may be used to the extent it is consistent with University and CSU policies, with the approval of the Dean of the college in which such personnel have their academic appointments, or the Provost and Vice President for Academic Affairs.

VII) Commitment to Diversity
The Galindo Creek Field Station at Cal State East Bay welcomes and supports a diverse faculty and student community with academically rich, culturally relevant research and learning experiences that add to global knowledge and prepare students to apply their education to meaningful lifework, and to be socially responsible contributors to society. Through its activities, the field station strives to meet the educational needs and to contribute to the vitality of all regional, national, and global communities.

VIII) Annual Report
An annual report of the field station’s operations will be the responsibility of the Executive Director and the Concord Campus Advisory Committee. The report will be presented to the Executive Committee of the Academic Senate, as well as the Associate Vice President of the Office of Research and Sponsored Programs, each May. For all centers, the report must be distributed to the advisory group, the appropriate department chairs, the administrator in direct line of authority above the director, and the Associate Vice President of the Office of Research and Sponsored Programs.

The report will review details on:

- Stewardship Activities
- Faculty research
- Student field projects
- Collaborative partnerships
- Community Events
- Field Station expenditures and sources of funding

IX) Charter Expiration and Renewal
This charter shall terminate on June 30, 2023. The charter is subject to renewal prior to the termination date. In the event of termination, all resources associated with the station will revert to the office of the Provost and Vice President for Academic Affairs. Notwithstanding the termination date, the field station may be dissolved at any time through the same process that created it. In the event the field station’s operation should become inimical to the interests of the University, the President, after appropriate consultation, may terminate it at any time.
APPENDIX

1: Site Plan – Galindo Creek Field Station

2: Example of grazing lease

2: Endnotes
AGRICULTURAL LEASE
CONCORD CAMPUS

THIS LEASE, is entered into this 1st day of October, 2009 by and between the State of California, acting by and through the Trustees of the California State University, East Bay, hereinafter called STATE, and John Ginochio, hereinafter called LESSEE. The parties agree as follows:

1. STATE does hereby lease to LESSEE, and LESSEE hereby hires from STATE approximately 240 acres of property situated in the County of Contra Costa, State of California, hereinafter called the Premises, more particularly described as follows:

   A portion of the Concord Campus of California State University,
   East Bay, South of Ygnacio Valley Road and West of Alberta Way,
   As outlined on the attached map designated as Exhibit “A”.

2. The term of this lease shall commence on the date first above written and shall terminate on the 30th day of September, 2014 with such rights of termination as may be hereinafter expressly set forth.

3. The total of this lease shall be eighteen dollars per acre or four thousand three hundred twenty dollars ($4,320.00) payable not less than semi-annually in advance in the amount of two thousand one hundred sixty dollars ($2,160.00) on April 1st and on October 1st. Checks shall be made payable to California State University, East Bay (CSUEB), and sent to the Accounting Office, California State University, East Bay 25800 Carlos Bee Boulevard, Hayward, California 94542.

4. LESSEE agrees to pay said rent as herein provided and to pay all water, electric, gas and other utility charges or any other charges payable to connection with LESSEE’s use of said property during the term of this lease. Water bill shall be paid annually in advance, based on a projection of water usage. Actual costs will be reconciled at the end of each period and subsequent annual bill will be adjusted accordingly.

5. LESSEE and any and all agents and employees of LESSEE shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained shall be construed as constituting the parties herein as partners or agents.

6. This lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon,
or in any way connected with the Premises during the term of this lease or any occupancy hereunder, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify and save harmless the State of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

7. STATE may terminate this lease in whole or part at any time during the term hereof by giving LESSEE notice in writing at least ninety (90) days prior to the date when any such termination shall become effective. In the event any such termination results in a period less than a calendar month, rent shall be prorated based upon the actual number of days expressed as a percentage of the total number of days in the month. STATE shall reimburse LESSEE for any unearned portion of any prepaid rent.

8. LESSEE agrees to use the leased Premises for cattle grazing and for no other purposes.

9. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mails, certified, postage prepaid and addressed to such party at the following address:

Notice to LESSEE: One copy to: John Ginochio
1575 Northgate Road
Walnut Creek CA 94598-5148
Telephone: 925-932-5781

Notice to STATE: One copy to: Contracts Office
California State University, East Bay
25800 Carlos Bee Boulevard
Hayward CA 94542-3021
Telephone: 510-885-3607

One copy to: Director
California State University, East Bay
4700 Ygnacio Valley Road
Concord CA 94521

The addresses to which notices may be mailed as aforesaid to either party, may be changed by written notice given by subject party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

10. LESSEE shall not, without previous consent in writing of STATE, sublet the Premises, in whole or in part, nor assign this lease or any interest herein.
11. In the event of the failure, neglect, or refusal of LESSEE to do or perform work, or any part thereof, or any act or think in this lease required to be done and performed by LESSEE, STATE shall, at its options, have the right to do and perform same, and LESSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

12. During continuance in force of this lease, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey or other lawful STATE purposes.

13. There shall be no hunting on the PREMISES.

14. Any holding over after expiration of the term of this lease with the consent of the STATE expressed or implied, shall be deemed to be a tenancy only from month-to-month. Rental is to be paid monthly in advance at the rate set forth herein plus fifteen percent (15%). Said month-to-month tenancy shall be subject otherwise to all the terms and conditions of this lease so far as applicable.

15. By entry hereunder, LESSEE agrees that existing fencing, watering facilities, and corrals are in suitable condition for the intended purposes of grazing cattle. LESSEE agrees that in no event shall STATE be required to perform any ongoing maintenance or or make repairs or alterations to the leased premises of any nature whatsoever. LESSEE shall at his sole cost and expense, maintain in good repair at all times, necessary boundary fences to prevent trespass of livestock to adjacent property. LESSEE also agrees on the last day of the term, or sooner termination of this lease, to surrender up to STATE the premises with any appurtenances or improvements in the same condition as when received, reasonable use and wear thereof and damage by act of God or by elements excepted.

16. LESSEE agrees to pay all lawful taxes, assessments, or charges which at any time may be levied upon interest in this agreement.

17. LESSEE shall, throughout the term of this Agreement, at his sole cost and expense, comply with all of the requirements of all municipal, state, and federal authorities which are now in force, or which may become in force pertaining to the premises.

18. LESSEE agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, age, or physical handicap. LESSEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, sex, age or physical handicap (See California Government Code Sections 12920-12994 for further details).

19. LESSEE shall furnish a Certificate of Liability to the STATE in a combined single limit policy of not less than $1,000,000 naming the State of California, its officers,
agents and employees as additional insureds and providing that the policy shall not be cancelled without fifteen (15) days prior written notice to the STATE. It is agreed that the STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this paragraph. LESSEE agrees that the insurance coverage shall be in effect at all times during the term of this lease; LESSEE agrees to provide to the STATE, at least fifteen (15) days prior to said expiration date, new evidence of insurance coverage as provided for herein for not less than one year. In the event LESSEE fails to keep in effect at all times the insurance coverage as herein required, STATE may, in addition to any other remedies it may have, terminate this lease upon the occurrence of such event.

20. This lease is subject to all existing easements and rights of way. STATE further reserves the right to grant additional public utility easements as may be necessary and LESSEE hereby consents to the granting of any such easement. This Agreement already reflects a previous easement of 17 acres to the City of Concord for playing fields and 49 acres for Crystal Ranch Parkway. In the event of any future easements, the rent charged to the LESSEE shall be prorated according to the percentage reduction in available grazing land. Existing fences shall be moved and reinstalled by the contractors and/or the STATE to reflect the new boundaries although LESSEE shall be required to install any required corrals and move any water service to new location.

21. LESSEE agrees to provide an annual firebreak next to the fence surrounding the premises between March 15th and May 15th of any calendar year during the term of this agreement. LESSEE further agrees that he shall at all times exercised due diligence in the protection of the premises against damage or destruction by fire or other cause.

22. All livestock brought or kept on the premises shall be free from disease. LESSEE agrees to immediately bury or remove any livestock which may die or be killed on said premises.

23. No dumping of refuse by LESSEE is permitted in any area of the premises, and LESSEE shall not commit or suffer to be committed any waste or nuisance upon the premises. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing by STATE.
IN WITNESS WHEREOF, his lease has been executed by the parties hereto as of the date first hereinabove written.

LESSEE:  
By: John Ginochio  
Title: Owner

STATE: California State University, East Bay  
By: Shawn Bibb  
Title: VP, Administration & Finance, CFO

NOTES

i https://www.obfs.org/research
iii https://www2.calstate.edu/impact-of-the-csu/sustainability/Pages/Campus-as-a-Living-Lab.aspx
iv https://www.calstate.edu/Research/field_stations/. Examples of various CSU field stations can be found at https://web.sonoma.edu/cei/galbreath/projects/galbreath-fieldstation.html (Sonoma); http://www2.humboldt.edu/schatztreefarm/ (Humboldt); https://cel.sfsu.edu/sierra (San Francisco); https://www.csustan.edu/geography/bio-ag-center (Stanislaus)
V For a complete listing of CSU field stations, see https://www.csudh.edu/Assets/csudh-sites/cnbs/docs/affiliated-laboratories.pdf