

**OPERATING AGREEMENT
SAN BRUNO MOUNTAIN STATE AND COUNTY PARK
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OPERATING AGREEMENT

COUNTY OF SAN MATEO

THIS OPERATING AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 20___, by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "STATE", and County of San Mateo, hereinafter called the "COUNTY", without regard to number and gender.

WITNESSETH:

Whereas, pursuant to the provisions of Section 5080.30, et seq., of the California Public Resources Code, STATE may enter into an operating agreement with subdivisions of the State of California for the development and operation of lands under the jurisdiction of STATE for the purpose of the State Park System; and

Whereas, STATE has acquired for park and recreational purposes certain real properties known as San Bruno Mountain State and County Park located within the County of San Mateo; and

Whereas, STATE and COUNTY desire to enter into an agreement to provide for the development, operation, control, and maintenance of San Bruno Mountain State and County Park by the County of San Mateo consistent with plans previously agreed to by both parties, including habitat conservation plans.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. PREMISES

STATE authorizes COUNTY to develop, operate, control, and maintain, consistent with previously agreed to plans, that portion of San Bruno Mountain State and County Park currently owned by STATE, as shown in Exhibit "A" attached and hereby made a part hereof (hereafter "Premises"). STATE shall not be liable for any costs of development, maintenance, control, or operation of the Premises. COUNTY accepts the Premises in its presently existing condition, "AS IS", and STATE shall not be obligated to make any alterations, additions or betterments to the Premises except as otherwise provided for in this Agreement.

2. USE

- A. COUNTY agrees to develop, operate, control, and maintain the Premises as public recreational park facilities to be accessible and subject to the use and enjoyment of the general public. Such development and operation of the Property shall be conducted in accordance with the approved State General Plan for San Bruno Mountain State Park adopted November 1982, the County Master Plan for San Bruno Mountain Park, any applicable Habitat Conservation Plans and all applicable federal, state, and local government statutes, laws, or regulations.
- B. Should the COUNTY propose development of operations not authorized under the current San Bruno Mountain State Park General Plan, COUNTY may prepare an amendment to said plan pursuant to Public Resources Code Section 5080.31, which amendment shall be submitted to and approved by the California State Parks and Recreation Commission.
- C. COUNTY may adopt rules and regulations for the public's use and enjoyment of the Premises. Any such rules and regulations adopted by COUNTY shall conform to and be consistent with the rules and regulations adopted by STATE and generally applicable to the California State Park System, including the Premises. The

Premises shall not be used for any purpose other than those permitted by this Agreement.

- D. Upon 30-day written notice to the STATE, COUNTY may close the Premises to the public for up to one (1) year in the event of significant budgetary constraints. Upon request, permission may be granted for successive closure periods within the terms of this Agreement.

3. TERM

The term of this Agreement shall be for a period of fifteen (15) years and commenced on January 1, 2001 and end on December 31, 2015. However, this Agreement shall not be effective until required approval(s) are provided by the STATE and the Department of General Services, as shown below. The parties acknowledge that the COUNTY has performed under this Agreement since January 1, 2001 in anticipation of this Agreement. Should COUNTY hold-over after the expiration of the term of this Agreement with the express consent of the STATE, such holding-over shall be deemed to be month-to-month, subject to all the terms and conditions of this Agreement until terminated by 30 days written notice by either party.

4. CONSIDERATION

In consideration of the services to be performed by COUNTY pursuant to this Agreement, STATE hereby authorizes the use of the Premises by COUNTY on a rent-free basis on the condition that COUNTY exert a good faith effort in performing the terms and conditions of this Agreement. In the event that COUNTY fails to perform in good faith the Premises shall, at STATE's option, revert back to the STATE and STATE shall have the right to pursue any other remedies available under this Agreement and/or otherwise available at law.

recreation facilities subject to prior written approval by STATE. Routine maintenance and repair activities, including those required by an applicable Habitat Conservation Plan, shall not require prior written approval. Such development, construction, or improvements shall be in accordance with the State General Plan for San Bruno Mountain State Park, the County Master Plan for San Bruno Mountain Park, any applicable Habitat Conservation Plan and with all applicable state and federal laws, rules and regulations. All plans and specifications for improvement or development shall be approved by STATE. No such improvement or development shall be commenced by COUNTY's own forces or by its contractors without prior written STATE approval of such plans and specifications. STATE will not withhold said approval unreasonably. The submission of such construction requests shall utilize the format and procedures set forth in Exhibit "B", "Definitions and Procedures for Approval of Schematics, Preliminary Plans and Working Drawings", attached hereto and hereby made a part of this Agreement. Agency shall obtain all necessary permits, security and shall comply with public bidding requirements as set forth in the California Public Contract Code.

6. COMPLETION AND OWNERSHIP OF IMPROVEMENTS

After receipt of the required working drawings approvals and upon receipt of all required licenses, permits, and approvals, COUNTY may commence construction of approved facilities. It is understood that COUNTY will not commence any construction unless and until funds for the project become available. Once construction has commenced, COUNTY agrees to prosecute the same to completion with all due diligence. Upon completion of construction, COUNTY shall: (a) file a Notice of Completion of Construction and provide a copy to STATE; (b) provide STATE with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to STATE; (c) submit evidence that all improvements are clear of any mechanic's liens; (d) submit a verified accounting of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of COUNTY; and (e) submit a

verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles I, II and III.

Title to all alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become STATE's property and, at the end of the Term, shall remain on the Premises without compensation to COUNTY. COUNTY agrees never to assail, contest or resist title to the alterations and improvements. The foregoing notwithstanding, STATE may elect, by notice to COUNTY, that COUNTY must remove any alterations that are peculiar to COUNTY'S use of the Premises and are not normally required or used by STATE and/or future occupants of the Premises. In this event, COUNTY shall bear the cost of restoring the Premises to its condition prior to the installment of the alterations.

7. MAINTENANCE OBLIGATIONS OF COUNTY

During the term of this Agreement and at no cost or expense to STATE, COUNTY shall provide for upkeep and maintenance of the Premises and all improvements in a safe, good, and repaired condition. During the term of this Agreement, it shall be the COUNTY's responsibility to insure that the Premises are maintained in such a level and standard of condition and repair as other COUNTY park facilities. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, and ordinances.

8. CONCESSIONS

Subject to prior written approval by STATE, COUNTY may grant concessions in or upon the Premises consistent with the requirements of the STATE under Sections 5080.33 and 5080.34 of the Public Resources Code. All concession contracts shall be subject to the requirements of the Public Resources Code Section 5080.20 and shall be assumable and/or subject to termination by STATE, at STATE's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploit public lands for commercial

purpose shall be granted by COUNTY. Further, all concession agreements shall be made subject to audit by STATE. STATE shall have the right, through its representative and all reasonable times, to examine and copy all working papers supporting Agency's annual financial statement. In addition, the STATE, through its representative, may conduct additional independent reviews of the operations upon written notification of such intent to Agency.

9. REVENUES

All income to COUNTY from its control and operation of Premises shall be used for operation and maintenance expenses of the Premises. Any such portion of income as may exceed costs and expenses shall be made available to the STATE in accordance with Section 5080.32 (b)(2) of the Public Resource Code.

10. RECORDS AND ACCOUNTS

At all times during the term of this Agreement, COUNTY shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by COUNTY in relation to concessions, events, special services, and all other matters incident to the development, control, and operation of the Premises. COUNTY shall report said income and expenditures to STATE in a manner acceptable to STATE, on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with STATE not later than the following September 30th. COUNTY also shall provide STATE with an annual attendance report to include a reasonable monthly estimate of the number of visitors and vehicles to the area. Such annual report shall be submitted to STATE concurrent with the income and expenditure report as set forth above. The books, records, and accounts applying to the operation of the Premises and kept by COUNTY shall be open for audit or inspection by STATE at all reasonable times. All records shall be kept by Agency for a period of at

least four (4) years. Agency shall be subject to STATE's audit requirements and remedies as set forth hereinabove.

11. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, STATE shall receive the entire award for such taking except that COUNTY shall receive out of said award the fair market value of any improvements then existing and constructed by COUNTY, except for: (a) improvements erected with funds realized through income from the Premises; and (b) improvements the costs of which COUNTY has been paid or reimbursed by STATE through grants or other sources. Fair market value shall be determined taking into consideration the terms of this Agreement and the depreciated value of any improvements.

12. UTILITIES AND SERVICES

COUNTY shall be responsible for all charges resulting from utilities supplied to the Premises.

13. PUBLIC LIABILITY INSURANCE

At its sole expense, COUNTY agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less than \$1,000,000 (one million dollars) for injuries to person or persons, not less than \$1,000,000 (one million dollars) for property damage, and said limits shall be per occurrence and shall be adjusted annually to reflect changes in the prior year's Consumer Price Index (CPI) for (appropriate regional cities index (all urban consumers – all items)), promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. STATE agrees that COUNTY, at COUNTY'S option, may self-insure the coverages required by this paragraph. COUNTY agrees to impose the foregoing insurance

requirements on any and all concessionaires and shall require that STATE be named as an additional insured on all policies.

No cancellation provision in any insurance policy shall diminish the responsibility of COUNTY to furnish continuous insurance throughout the term of this Agreement. Each policy shall be underwritten to the satisfaction of the STATE. A signed certificate of insurance, with each endorsement required, including but not limited to STATE's additional insured endorsement, shall be submitted to STATE at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, COUNTY shall submit to STATE a signed and complete certificate of insurance, with all endorsements required by this paragraph, showing, to the satisfaction of STATE, that such insurance coverage has been renewed or extended. Within fifteen (15) days of STATE's request, COUNTY shall furnish STATE with a signed and complete copy of the required policy and/or evidence of self-insurance.

14. HOLD HARMLESS AGREEMENT

COUNTY shall indemnify, hold harmless, and defend STATE, its officers, agents, and employees against any and all claims, demands, damages, costs, injury, expenses, or liability costs arising out of the development, operation, or maintenance of the Premises by COUNTY, or in any way related to the performance of this Agreement by COUNTY by reason of its acts or omissions relating to its activities on the Premises and/or by reason of injury, death, property damage, and/or any claim arising from the alleged violation by COUNTY of any state or federal accessibility law, statute or regulation, including but not limited to, the Americans With Disabilities Act of 1990 Titles I, II and III ["ADA"]. Provided, however, in no event shall COUNTY be obligated to defend or indemnify STATE with respect to the negligence or willful misconduct of STATE, its employees or agents (excluding COUNTY herein, or any of its concessionaires).

STATE shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees against any and all claims, demands, damages, costs, injury, expenses, or liability costs arising out of the actions by STATE in performance of this Agreement or acts or omissions relating to its activities on or ownership of the Premises. Provided, however, in no event shall STATE be obligated to defend or indemnify COUNTY with respect to the negligence or willful misconduct of COUNTY, its employees or agents.

In the event judgment is entered against STATE and COUNTY because of the concurrent negligence of STATE and COUNTY, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

15. PROHIBITIONS AGAINST COUNTY ASSIGNING, SUBLETTING

This Agreement, and/or any interest therein or thereunder, shall not be assigned, delegated, mortgaged, hypothecated, or transferred by COUNTY without obtaining the prior written consent of STATE. This paragraph does not apply to the provisions of Paragraph 7 (MAINTENANCE OBLIGATIONS OF COUNTY) and Paragraph 8 (CONCESSIONS) above.

16. DEFAULTS AND REMEDIES

Either party may terminate this Agreement for breach by the other party upon giving the other party sixty (60) days prior written notice. In the event of any breach of this Agreement by STATE, COUNTY shall notify STATE in writing of such breach, and STATE shall have thirty (30) days to initiate action to cure said breach. In the event of any breach of this Agreement by COUNTY, STATE shall notify COUNTY in writing of said breach, and COUNTY shall have thirty (30) days to initiate action to cure such breach.

17. NOTICES

All written notices and/or reports pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be personally delivered or sent through the United States mail:

STATE:

Department of Parks and Recreation

Diablo Vista District

363 3rd Street West

Sonoma, California 95476

With copy to:

Department of Parks and Recreation

Concession Programs

Post Office Box 942896

Sacramento, California 94296-0001

COUNTY:

County of San Mateo

Environmental Services Agency

County Parks Director

Parks and Recreation Division

455 County Center

Redwood City, California 94063

18. REAL PROPERTY ACQUISITION

It is understood and agreed by the parties hereto, that all applications for real property rights, within the Premises, shall be made in the name of and on behalf of STATE, and shall be subject to the prior approval in writing of STATE.

19. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Agreement prohibits, and every contract on lands that are subject to this Agreement shall expressly prohibit, discrimination against any person because of race, color, medical condition, age, disability, religion, sex, sexual orientation, marital status, national origin, or ancestry of that person. Attached Standard Form 17A (Exhibit "C") is incorporated herein.

20. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

21. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

22. AGREEMENT IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

23. AGREEMENT IN WRITING

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally, or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the STATE and COUNTY, or their successors in interest.

24. INSPECTION

STATE or its authorized representative shall have the right at all

reasonable times to inspect the Premises to determine if the provisions of this Agreement are being complied with.

25. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of who shall be jointly and severally liable hereunder.

26. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

27. WAIVER OF RIGHTS, CLAIMS AND CONTRACT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the STATE to re-enter the Premises or to exercise any right, power, or privilege or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the COUNTY shall be required to restore or revive time as of the essence after the waiver by the STATE of any breach. No option, right, power, remedy, or privilege of the STATE shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the STATE by this Agreement shall be deemed cumulative.

28. INDEPENDENT CONTRACTOR

COUNTY, and the agents and employees of COUNTY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

29. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

COUNTY shall comply with all applicable laws, rules, and regulations and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. COUNTY acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, accessibility laws, historical preservation, environmental impacts and building standards.

30. DISABILITIES ACCESS LAWS

Without limiting COUNTY's responsibility under this Agreement for compliance with all laws, with regard to all operations and activities that are the responsibility of COUNTY under this Agreement, COUNTY shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)] and the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which COUNTY is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, COUNTY also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any and all other applicable laws regulations,

guidelines and successor statutes. Such compliance shall be at COUNTY's sole cost and expense. Written approval from STATE is required prior to implementation of any plans to comply with accessibility requirements.

31. RESOURCE CONSERVATION

A. Environmental Conservation Program: COUNTY shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, COUNTY shall prepare and execute a program for the Premises, subject to the prior written approval of the STATE, designed to recycle and reduce environmental impacts that result from COUNTY operations for the Premises. This program should specifically address, but not be limited to, solid waste management, including reduction, reuse and recycling, water and energy conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program should include the following:

1) Recycling and Beverage Container Programs: The COUNTY shall implement a source reduction and recycling program designed to minimize patron use of disposable products, per Public Resources Code Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. The use of "post-consumer" recycled products wherever possible is encouraged.

The COUNTY shall participate fully in the California beverage container redemption/recycling program. To this end, COUNTY shall implement within ninety (90) days of a fully executed

contract, a recycling program that fully supports the efforts of the California beverage container redemption/recycling programs. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. COUNTY and STATE shall, at the start of each contract year, review items sold and containers or utensils used or dispensed by COUNTY and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics. Any beverage, paper, or recyclable deposits collected shall be counted as gross receipts and reported as stipulated in Paragraph 12.

- 2) Water and Energy Conservation: The COUNTY shall implement water and energy conservation measures for the Premises. As new technologies are developed, COUNTY shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.
- 3) Erosion Control/Water Quality/Environmental Sensitivity: The COUNTY shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including but not limited to, erosion control, water quality, requirements of pertinent and agreed upon habitat conservation plans, and environmental sensitivity standards.

B. COUNTY shall comply with STATE's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources on the Premises. These

mandates include the Public Resources Code Sections 5024 and 5097 et seq., the Department's Resource Management Directives, the Secretary of the Interior's Guidelines for Historic Preservation, and any applicable Habitat Conservation Plans.

32. TAXES

- A. COUNTY, by signing this Agreement, acknowledges that occupancy interest and rights to do business on state property being offered COUNTY by this Agreement may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject COUNTY to liability for the payment of property taxes levied on such possessory interest.
- B. COUNTY agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Agreement, or any possessory right which COUNTY may have in or to the Premises covered hereby, or the improvements thereon by reason of COUNTY'S use or occupancy thereof, or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by COUNTY in or about the Premises.

33. HAZARDOUS SUBSTANCES

COUNTY shall not, on the Premises:

- A. Keep, store or sell any goods, merchandise or materials which are in any way explosive or hazardous;
- B. Carry on any offensive or dangerous trade, business or occupation;

- C. Use or operate any machinery or apparatus which shall, in any way, injure the Premises or adjacent buildings; or
- D. Do anything other than is provided for in this Agreement.

Nothing in this paragraph shall preclude COUNTY from bringing, keeping, or using on or about said Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on COUNTY'S ordinary course of business. Gasoline and oils and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled and dispensed as required by present or future regulations and laws.

COUNTY shall comply with all laws, either federal, state, or local, existing during the term of this Agreement pertaining to the COUNTY's (including its employees, agents, contractors, successors and assigns) use, storage, transportation and disposal of any "hazardous substance" in connection with the Premises, as that term is defined in such applicable law. In the event the STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost or expense as a result of the COUNTY'S illegal use, storage, transportation or disposal of any hazardous substance, including any petroleum derivative, COUNTY shall protect, indemnify, defend and hold harmless any of these individuals against such liability. Where COUNTY is found to be in breach of this provision due to the issuance of a government order directing COUNTY to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by COUNTY or any person acting under COUNTY'S direct control or authority, COUNTY shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by the STATE in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming COUNTY or COUNTY incurs any liability during or after the term of this Agreement, in connection with contamination which preexisted the COUNTY'S obligations and occupancy under this Agreement or prior contracts and/or possession of the Premises, or which

were not directly caused by COUNTY or any of its affiliates, successors, principals, employees, or agents, STATE shall be solely responsible as between COUNTY and STATE for all liability, expenses and efforts in connection therewith and STATE shall reimburse COUNTY for all costs and expenses actually incurred by COUNTY therewith.

All pest control activities, chemical and non-chemical, shall be consistent with requirements of pertinent and agreed upon habitat conservation plans and approved by the STATE prior to action by the COUNTY. COUNTY, or the pest control business acting on behalf of COUNTY, shall submit a DPR 191, "Pest Control Recommendation" (or equivalent) to the STATE for approval. The STATE has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with STATE's policies and in no way shall relieve COUNTY or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

COUNTY, or the pest control business acting on behalf of COUNTY, shall submit a report of completed work for each pest management action to the STATE no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

34. CONFLICT OF INTEREST

COUNTY warrants and covenants that no official, employee in the state civil service or other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Agreement; and/or (b) will be employed in the performance of this Agreement without the immediate divulgence of such fact to STATE. In the event STATE determines that the employment of any such official, employee, associated person, or business entity is not compatible, COUNTY shall terminate such employment immediately. For breaches or violation of this paragraph, STATE shall have the

right both to annul this Agreement without liability and, in its discretion, recover the full amount of any compensation paid to such official, employee, or business entity.

35. UNION ORGANIZING

COUNTY shall not use the Premises to hold a meeting with any employee(s) or supervisor(s) if the purpose of the meeting is to assist, promote, or deter union organizing. This provision does not apply if the Premises are equally available, without charge, to the general public for holding a meeting. Breach of this provision shall subject COUNTY to civil penalties and damages pursuant to California Government Code Sections 16645.5 and 16645.8.

36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The COUNTY, by signing this Agreement, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against COUNTY within the two-year period immediately preceding the date of this Agreement because of COUNTY'S failure to comply with a federal court order that COUNTY shall comply with an order of the National Labor Relations Board.

37. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, STATE makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of STATE ownership thereof, nor does the STATE guarantee the accuracy of any financial or other factual representation which may be made regarding this Agreement.

38. DRUG-FREE WORKPLACE

COUNTY agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This is evidenced by

the executed Standard Form 21, entitled "Drug-Free Workplace Certification", attached hereto as Exhibit "D" and made a part of this Agreement.

39. TIME OF ESSENCE

Time shall be of the essence in the performance of this Agreement.

40. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Agreement shall exceed One Hundred Thousand Dollars (\$100,000), COUNTY acknowledges that:

- A. The COUNTY recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) or Part 5 of Division 9 of the Family Code; and
- B. The COUNTY to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

41. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published without prior written consent of the STATE and only consistent with the purposes of this Agreement. Notwithstanding the foregoing, regulatory, informational and/or directional signs may be posted without consent where it is deemed necessary by the COUNTY.

COUNTY OF SAN MATEO

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND
RECREATION

By: _____
Marcia Raines, Director
Environmental Services Agency

By: _____
Ruth G. Coleman, Director

Date: _____

Date: _____

RECORDING OFFICIAL

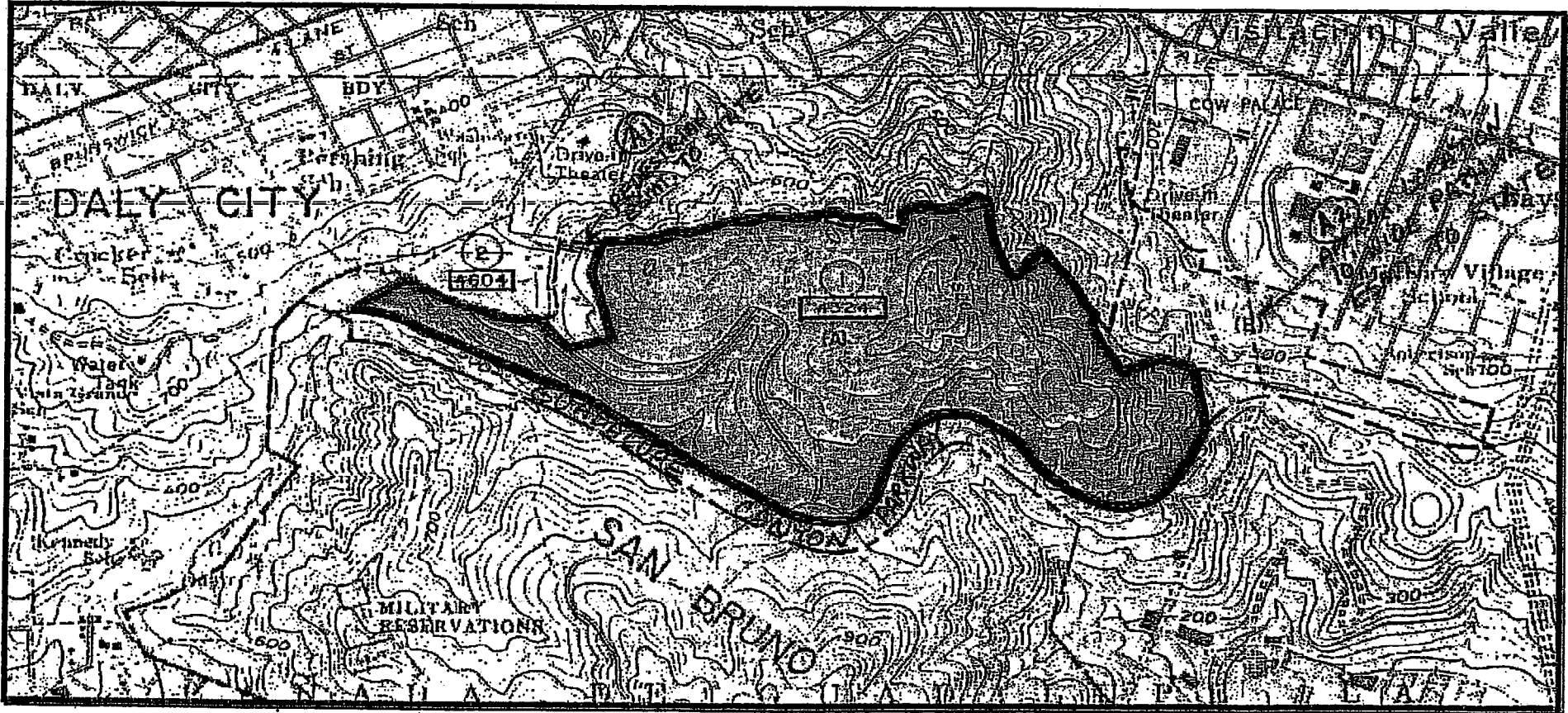
DEPARTMENT OF
GENERAL SERVICES

By: _____
Clerk of Said Board

By: _____

Date: _____

Date: _____



OWNERSHIP SCHEDULE						
F.E.S. NO.	PARCEL NO.	OWNER	ASSESSOR'S PCL. NO.	SECTION TOWNSHIP RANGE	DOCUMENT	ACREAGE
4324	1	CROCKER LAND COMPANY	04-43-B (FOR) 20-05-18 (FOR) 18 18-20-21-23-24-27-28 03-05-3, 4 & 5	REC 3-14-40 400-572-20	(A) 5	249.16
1804	2	BRISBANE SCHOOL DISTRICT	20-04-10-11-12	2004 (Part)	(B) 5	4.2

EXHIBIT A

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

DEFINITIONS AND PROCEDURES FOR APPROVAL OF
SCHEMATICS, PRELIMINARY PLANS, AND WORKING DRAWINGS

A. General

1. All plans and exhibits shall be submitted with a transmittal letter signed and dated by the submitter and indicating the number of sheets and items being submitted and the purpose for which they are being submitted.
2. All plans and exhibits shall be submitted on 24"x36" standard sheets with a title block indicating the following:
 - a. Name of Project
 - b. Location of Project
 - c. Name and address of consultant or submitter
 - d. Date of submittal
 - e. Number of sheets
 - f. A space 4"x6" directly above the title block for approvals.
 - g. The word "Schematics" or "Preliminaries" or "Working Drawings" directly above the title block on each sheet.

B. Schematic Design Phase

1. Definition: Schematics shall consist of:
 - a. A program statement indicating the major spaces and their proposed uses and individual or special features or support needed. A discussion of the style, features, materials or other items that will describe the structure or facility.
 - b. A site plan, with diagrammatic indications showing relationship of Project Components. These components shall include (but are not limited to) location, parking, roads, topography, utilities and other major features.
 - c. Floor plans of all of the principal areas labeling the major spaces and functions at 1/4" scale.
 - d. Two elevations showing major materials and features at 1/4" scale.
 - e. Statement of Probable Project Construction Cost.

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C. Design Development Phase

1. Definition: Preliminaries shall consist of:

- a. Outline specifications of all 16 of the C.S.I. sections (if necessary) indicating materials, equipment, and special features or items.
- b. A floor plan drawn at 1/4" scale with dimensions and notes that clearly show the scope of the work and individual materials.
- c. A section through the building showing the structural system, the individual use of materials and finishes. Note: More than one section is required if the building or facility is complex enough to warrant additional information.
- d. Two elevations drawn at 1/4" scale of the exterior of the building or buildings indicating materials, heights, and other related information.
- e. A site plan showing location, orientation, utilities, parking roads, and other related information. Note: If only interior work is to be accomplished, then a project location map can be submitted for a site plan requirement.
- f. A further Statement of Probable Construction Cost.

D. Working Drawings

1. Definition: Working Drawings shall consist of:

- a. Specifications for the work to be accomplished. Specifications shall follow an organized format (such as C.S.I.) and shall be a complete description of materials, methods of installation, standards of craftsmanship, and finishes required in the completed project.
- b. Plans, site plans, elevations, sections, details, schedules, and other common and necessary items for the construction of the proposed project. Plans and elevations shall be drawn at a minimum scale of 1/4"=1'-0". Sections shall be drawn at a minimum scale of 1/2"=1'-0". Details shall be drawn at a minimum scale of 1-1/2"=1'-0". Mechanical, electrical, plumbing, finish, door, and other schedules shall be complete and include all information necessary for construction.
- c. Working drawings shall reflect the content and scope of the approved preliminary drawings. Changes in the preliminary drawings that affect the materials, scope, scale, size, or intent of the project or portions of the project shall require resubmittal of preliminary plans for approval.
- d. Drawings shall be signed by a licensed architect, and other consultants as needed. It is the responsibility of the submitter to obtain such permits as: Coastal permits, Handicap Accessibility, Fire Marshal, State Police, and others as necessary prior to proceeding with construction.

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E. Submittal Procedure (all phases)

1. Submit five (5) copies of the plans, specifications, and other material required in the prospectus to:

State of California
Department of Parks and Recreation
Development Division
Architecture Section
ATTN: (Project Manager)

2. The State will retain four (4) copies and return one (1) set marked in the following manner:

- a. "Approved" - The plans are approved as submitted.
- b. "Revise and Resubmit" - The plans will be approved when the changes noted are made and resubmitted to the Project Manager. The approval date does not start until they have been resubmitted and approved.
- c. Submittals that are incomplete will be returned to the submitter marked "Incomplete" without approval.
- d. The review period for the State shall begin upon the receipt of "Complete" project documents.

3. Written approval of each phase is required before proceeding to the next phase.

NONDISCRIMINATION CLAUSE (OCP-1)

STD. 17A (REV. 9-2000)(CA ST PKG, EXCEL, REV. 6/28/2001)


1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)—(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/88)(CA ST PKG, EXCEL 4/8/88B)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor grant recipient to the certification described below. I am fully aware that this certification, executed the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
 PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area ())
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 835 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.