AGREEMENT WITH JONES & STOKES FOR SERVICES WITH RESPECT TO THE ENVIRONMENTAL REVIEW FOR THE AMENDMENT OF THE SAN BRUNO MOUNTAIN HABITAT CONSERVATION PLAN

.]	his Agr	eement en	ntered into this		day of		,	200	6, by and
between	the COU	JNTY OF	SAN MATEO	, acting	g in its role as Pl	an Op	erator of	the S	San Bruno
Mountai	n Area	Habitat	Conservation	Plan	("COUNTY"),	and	JONES	&	STOKES
ASSOCIATES ("CONTRACTOR").									

WITNESSETH

WHEREAS, the County of San Mateo, and the Cities of Brisbane, Daly City and South San Francisco (collectively, the "Cities") are parties to the San Bruno Mountain Area Habitat Conservation Plan ("HCP"), and the Agreement with Respect to the San Bruno Mountain Area Habitat Conservation Plan ("HCP Agreement"), recorded in the official records of San Mateo County as Document No. 83026343, and are permittees under Permit No. PRT 2-9818 ("Section 10a Permit"), issued by the United States Fish and Wildlife Service ("USFWS" or "Service") under Section 10a of the Federal Endangered Species Act, 16 U.S.C. section 1531 et seq.; and

WHEREAS, section IX of the HCP Agreement provides a process by which the HCP may be amended; and

WHEREAS, the COUNTY and the Cities desire to amend the HCP and Section 10a Permit in response to the listing of the Callippe silverspot butterfly and in order to incorporate adaptive management concepts to better manage and implement the HCP; and

WHEREAS, on or about December 16, 2003, the COUNTY entered into a contract with CONTRACTOR to prepare an EIR/EIS to support proposed amendments to the HCP; and

WHEREAS, due to delays in the HCP Amendment process occasioned by changes in the nature of the proposed HCP amendment, the original contract with CONTRACTOR has now expired by its terms; and

WHEREAS, by virtue of the fact that it has performed services to date with respect to the EIR/EIS, CONTRACTOR would be the best suited to prepare the EIR/EIS for the proposed EIR/EIS; and

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged for the purpose of preparing an EIR/EIS for the HCP Amendment, as hereinafter described, because of CONTRACTOR'S background and prior experience with undertaking environmental review; and because of work done to date with respect to the EIR/EIS;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be Performed by Contractor. In consideration of the payments hereinafter set forth, CONTRACTOR shall perform services in accordance with the terms, conditions and specifications set forth herein and in the Proposed Operating Budget and Work Scope, attached as Exhibit "A" hereto and by this reference made a part hereof. Services shall be performed generally in accordance with the proposed budget set forth in Exhibit "A." The maximum amount payable under this contract shall be \$177,278.

Payments shall be made for services actually performed in each "task" category shown in Exhibit "A," at the rates stated in Exhibit "B," attached hereto and by this reference made a part hereof. Payment in any "task" category may not exceed the amount budgeted for that category, subject to the qualification that the amount budgeted for one task category may be increased by ten percent (10%) so long as one or more other task categories are decreased by a like dollar amount, and subject to the further qualification that the County Manager may approve increases

above the ten percent (10%) in any category, and a like dollar decrease in another category, upon a showing of good cause by CONTRACTOR.

- 2. Evaluation of Services to be Performed by Contractor. CONTRACTOR'S performance will be evaluated, among other things, for compliance with the specific tasks set forth in the Work Scope, attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall participate in monthly progress meetings, either in person or by telephone, with County staff designated by the Director of the County Environmental Services Agency. At such meetings, CONTRACTOR shall be prepared to discuss progress made to date in fulfilling the tasks set forth in Exhibit "A" and any other issues of importance to the environmental review for amendment to the Habitat Conservation Plan.
- 3. Payments. Payments shall be made at the rates stated in Exhibit "B." Payments shall be made in arrears upon the submission of an invoice showing the amount of hours expended and the payment due for each task category. Invoices shall be submitted at least quarterly. The final invoice for work performed under this contract will be submitted within thirty (30) days of the end of the contract term.
- 4. Relationship of the Parties. It is understood that this is an agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
- 5. **Non-Assignability**. CONTRACTOR shall not assign this Agreement, or any portion thereof, or any of its rights or obligations under this Agreement, to a third party without the prior written consent of the COUNTY, and any attempted assignment without such prior written consent in violation of this section automatically shall terminate this Agreement.

- 6. <u>Contract Term</u>. This Agreement shall be in effect upon execution by all parties, and shall expire on December 31 2007, unless extended in writing by the parties hereto. COUNTY may terminate this contract at any time for any reason by providing thirty (30) days prior written notice to CONTRACTOR, termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CONTRACTOR shall be paid for all work provided to the date of termination.
- 7. The CONTRACTOR shall indemnify and save harmless the Hold Harmless. COUNTY, the Cities of Brisbane, South San Francisco and Daly City, the San Bruno Mountain Habitat Conservation Trust, and its Trustees, and the officers, agents, employees and servants of each of these entities (the "Indemnitees") from all claims, suits or actions brought for, or on account of (A) injuries to or death of any person, including CONTRACTOR, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by federal or state law, excluding to the extent of the concurrent active or passive negligence of the COUNTY, the Cities of Brisbane, South San Francisco and Daly City, the San Bruno Mountain Habitat Conservation Trust, and its Trustees, and the officers, agents, employees and servants of each of these entities, resulting from, and to the extent of the negligent acts or omissions or willful misconduct of CONTRACTOR in the performance of any work required of CONTRACTOR as set forth in Exhibit "A" herein, or payments made pursuant to this agreement.

The duty of the CONTRACTOR to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Insurance. The CONTRACTOR shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the San Mateo County Director of the County Environmental Services Agency. The CONTRACTOR shall furnish the Director with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CONTRACTOR's coverage to include the contractual liability assumed by the CONTRACTOR pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the COUNTY of any pending change in the limits of liability or of nonrenewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: The CONTRACTOR shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the CONTRACTOR makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

Liability Insurance: The CONTRACTOR shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit

bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below.

Required insurance shall include:

a. Comprehensive General Liability

\$1,000,000

b. Motor Vehicle Liability Insurance

\$1,000,000

c. Workers' Compensation

\$Statutory

The COUNTY, the Cities of Brisbane, South San Francisco and Daly City, the San Bruno Mountain Habitat Conservation Trust, and its Trustees, and the officers, agents, employees and servants of each of these entities shall be named as additional insureds on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the COUNTY, the Cities of Brisbane, South San Francisco and Daly City, the San Bruno Mountain Habitat Conservation Trust, and its Trustees, and the officers, agents, employees and servants of each of these entities shall be primary insurance to the full limits of liability of the policy, and that if the COUNTY, the Cities of Brisbane, South San Francisco and Daly City, the San Bruno Mountain Habitat Conservation Trust, and its Trustees, and the officers, agents, employees and servants of each of these entities have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the COUNTY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. Nondiscrimination.

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement. CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. CONTRACTOR'S equal employment policies shall be made available to County of San Mateo upon request.

With respect to the provision of employee benefits, CONTRACTOR shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the CONTRACTOR to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the CONTRACTOR from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to:

- i) examine CONTRACTOR'S employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to CONTRACTOR under the Contract or any other contract between CONTRACTOR and County.

CONTRACTOR shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified CONTRACTOR that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. CONTRACTOR shall provide County with a copy of their response to the Complaint when filed.

- 10. <u>Compliance with Equal Benefits Ordinance</u>. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- Shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.
- 12. <u>Access To Records</u>. CONTRACTOR shall at all times keep a complete and thorough record of the services and time expended on behalf of the Trustees. During the term of

this Agreement, and for a three year period thereafter, the COUNTY shall have access to those books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions to ensure compliance by the CONTRACTOR with the terms and conditions of this Agreement.

- 13. Rights in Data. All data and rights-in-data will be the property of the COUNTY upon payment in full to CONTRACTOR for such data. All maps, correspondence records of meetings or telephone conversations, photographic negatives, photographic prints, computer output, and removable magnetic storage media (i.e. CDs, diskettes) prepared by or obtained by CONTRACTOR in the course of work under this Agreement shall be the property of the COUNTY. COUNTY may request CONTRACTOR to provide the originals of all such material in fulfillment of this Agreement. CONTRACTOR may retain a copy of such property at its own expense subject to the conditions set forth herein. CONTRACTOR will supply COUNTY with electronic and hard copies of data on an annual basis.
- 14. <u>Conflict of Interest</u>. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that, in the performance of this contract, no persons having any such interest shall be employed.
- entering into any agreement with any owner or developer of land identified as a Developable Administrative Parcel within the Habitat Conservation Plan area to act as a consultant for the purpose of providing planning assistance and/or conducting environmental review. Further CONTRACTOR shall be prohibited from serving as a subconsultant to any consultant retained by an owner or developer of land identified by a Developable Administrative Parcel within the HCP area for the purpose of planning assistance and/or conducting environmental review.
- 16. <u>Merger Clause</u>. This Agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's

date. Any prior agreement, promises, negotiations or representations between prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Trustees. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

	JONES & STOKES ASSOCIATES
Dated: 7-10-06	Ву:
	DAVID ZIPPIN Contractor
94-1730361 Contractor's Tax I.D. Number	
SAN JOSE CA 95134 Contractor Address'	(4
	COUNTY OF SAN MATEO
Dated:	By: Marcia Raines, Director Environmental Services Agency
TFC\MPM:sl L:\CLIENT\P_DEPTS\PLANNING\2006\AGR JonesStokes (0	06).doc

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Cont	ractor(s): (Check a or b)
	a. Employs fewer than 15 persons.
	b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.
	Name of 504 Person - Type or Print
- N	JONES & Stokes ASSOCIATES, INC. Name of Contractor(s) - Type or Print
_	2841 JUNCTION AVE., SUITE 114 Street Address or P.O. Box
ō	SAN JOSE CA 95134 City, State, Zip Code
	hat the above information is complete and correct to the best of my knowledge. Signature
_	ASSOCIATE PRINCIPAL Title of Authorized Official
Ī	7-10-06 Date

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

^{*}Exception: DHHS regulations state that:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

l. Vendor Identification					
Name of Contractor: Contact Person: Address:	2600 V STR	LOCT '	NC. TOR		
Phone Number: Fax Number:	5ACRAMINTO, 916-737-3000 916-737-3030	<u>CA 958/8</u>			
II. Employees					
Does the Contractor ha	ve any employees? 🔀 Y	es 🗌 No			
Does the Contractor provide benefits to spouses of employees? X Yes No					
If the ans	wer to one or both of the above	e is no, please skip to Section IV.			
III. Equal Benefits Comp	liance (Check one)				
Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on					
	(date) and expires on _		(date).		
IV. Declaration		·			
I declare under penalty o true and correct, and that	f perjury under the laws o t I am authorized to bind t	f the State of California that his entity contractually.	the foregoing is		
Signature		Name (Please Print)	V		
Associate P	rinipol _	7-10-06			

San Bruno Mountain HCP Amendment Environmental Impact Report/ Environmental Impact Statement

Scope of Services

Our approach for successfully completing the San Bruno Mountain habitat conservation plan amendment (HCPA) environmental impact report (EIR)/environmental impact statement (EIS) is presented in this scope of services. Our proposed scope of services is based on our understanding of the proposed HCPA and Jones & Stokes experience preparing and supporting HCPs and joint CEQA/NEPA compliance document.

The approach outlined in this scope is to develop an EIR/EIS that relies heavily on work conducted by Thomas Reid Associates (TRA) in preparing the HCPA. The EIR/EIS will be focused primarily on direct and indirect impacts to listed butterfly species from issuance of an incidental take permit. Potential non-biological impacts resulting from HCPA management actions, such as air quality from controlled burns, will also be considered. It is assumed for the EIR/EIS that HCPA management activities will have very limited effects on issues other than biology, air quality, and fire safety and that the analysis of other resources areas in the EIR/EIS will therefore be very concise. We assume that direct and indirect impacts resulting from development-related HCPA covered projects (e.g., residential development, boys camp construction, interpretive center construction) have been or will be adequately addressed in past or future project-specific CEQA-compliance documents. Our approach assumes that the San Bruno Mountain HCPA EIR/EIS will substantially tier from the data, analysis, and alternatives developed for the HCPA. These assumptions will be confirmed early in the project to ensure that it will meet County and USFWS priorities as well as regulatory mandates under NEPA and CEQA.

This scope is divided by task according to the major milestones of the CEQA/NEPA process, including preparation of an administrative draft, draft, administrative final, and final EIR/EIS. Our approach does not include preparation of an initial study since USFWS has previously indicated that an EIS will be required for this project. The basic analysis presented in an initial study would provide little value to the County and USFWS since issues can be analyzed at the appropriate level in the EIR/EIS and, in the event of resource issues that are difficult to characterize at the outset (i.e., impacts to covered species), these issues can be more accurately characterized in the EIR/EIS. We have also identified several optional tasks.

The EIR/EIS will evaluate a reasonable range of alternatives, including the proposed action/project (i.e., the preferred conservation strategy), the no project/no action alternative (i.e.,

no HCPA or amended take permit issued), and a no new take alternative, as required by USFWS. The no new take alternative is expected to be infeasible. The EIR/EIS will also evaluate up to two action alternatives, in addition to the proposed action. These action alternatives will be limited to alternative conservation strategies (e.g., alternative management techniques, alternative management locations).

This scope and cost assumes that the base maps and content for most of the figures will be provided by TRA. It is assumed that any substantial revisions to the figure content that are requested will be performed by TRA and that minimal manipulation or creation of figures by Jones & Stokes will be required. Specific assumptions regarding figures are provided below under each relevant task.

Jones & Stokes entered into a contract with San Mateo County to begin this project on December 13, 2003. The contract expired on November 30, 2005. During the contract period, Jones & Stokes completed several tasks and began work on several other tasks, as indicated below in this complete scope of work.

Task 1. Project Initiation [Completed]

Task 1.1 Project Kickoff Meeting

Following contract initiation, Jones & Stokes will participate in a meeting with the County of San Mateo Parks and Recreation Division, USFWS, and TRA staff to:

- Obtain information and data, and develop a plan for gathering outstanding data;
- Develop protocols for communication between the team members;
- Confirm the scope of work;
- Confirm the approach to NEPA/CEQA compliance; and
- Confirm the schedule for the project.

A key objective of this meeting will be to clarify the scope and cost parameters for the analysis. Based on our conversations with the County, it is our understanding that the County views the action as approval of an HCPA for take of listed species and therefore believes that the analysis should focus on impacts to listed species from management activities and development. Other impacts related to development are to be addressed through project specific environmental documents or have been addressed by prior other environmental compliance processes. Jones & Stokes has considered this approach in formulating this proposal. Jones & Stokes will work with the County and USFWS to examine these assumptions, to consider the need (if any) for additional effort to meet regulatory requirements, and to revise the scope and cost, as necessary, before the EIR/EIS is initiated.

Another key objective of this meeting will be to refine the EIR/EIS schedule based on the status of the HCPA amendment. An accurate schedule will be essential to ensure that necessary inputs and outputs from the HCPA and EIR/EIS are properly timed to avoid inefficiencies.

Deliverables: Jones & Stokes will prepare a memo summarizing the meeting, and will prepare a finalized detailed schedule incorporating deadlines for preparation of material necessary for the EIR/EIS to be prepared by others.

Task 1.2 Notices of Preparation and Intent [Completed]

Jones & Stokes will draft a Notice of Preparation (NOP) and Notice of Intent (NOI). The NOP/NOI will include a general description of the HCPA, potential alternatives, and a preliminary list of issues to be addressed in the EIR/EIS. The content for a project location figure will be provided by TRA. Jones & Stokes will submit the NOP to the State Clearinghouse and provide a copy of the NOI to USFWS for submittal to the Federal Register. It is assumed that the County and USFWS will reproduce and distribute copies of the notices, as necessary, for the Federal Register, area newspapers, and interested parties.

Deliverables: Jones and Stokes will produce and distribute 100 copies of the NOP/NOI, including provided a copy to the California State Clearinghouse. Jones & Stokes will also provide one hard copy and an electronic copy to both the County and USFWS. [Published on July 22, 2004.]

Task 2. Prepare Description of the Proposed Action/Project and Alternatives for EIR/EIS

It is assumed that the EIR/EIS will largely rely on the project description and alternatives developed by TRA for the HCPA. Jones & Stokes will work with the County and TRA to refine the project description for the proposed action/project (e.g. the HCPA) and alternatives as necessary for the EIR/EIS. The project description will include all elements required by State CEQA guidelines and USFWS NEPA guidelines. The project description will include a site location map, a site plan including HCP/HCPA parcels, and sufficient information to address the areas of potential environmental impact of concern.

Alternatives will be limited to those that reduce or avoid take of listed species. This scope and cost estimate assumes evaluation of three action alternatives, including the proposed action. Alternatives that may be considered for inclusion in the EIR/EIS are:

- No Action/No Project (continuation of existing HCP without amendment).
- Proposed Action (HCPA to add Callippe silverspot butterfly to cover take in designated development areas, update the HCP operating programs to administrative parcels, allow take of listed butterflies that may result from vegetation management, and update the HCP to reflect USFS 5-Point Policy guidelines);
- Excluding the Callippe silverspot from the HCPA (i.e., not adding it as a covered species);
- Habitat management alternatives (e.g., different management techniques, different management locations).

Jones & Stokes will prepare draft project description and alternatives for review by the County and USFWS. Following review and comment by the County and USFWS, Jones & Stokes will prepare a revised Project Description and Alternatives as a basis for proceeding with the analysis in the EIR/EIS. Jones & Stokes assumes that figures illustrating the features of the proposed project and the alternatives will be provided by TRA and will require minimal modification for use in the EIR/EIS.

This scope and cost assumes that no analysis will begin until the project description and alternatives have been completed. In addition, any revisions to the project description and alternatives following initiation of the EIR/EIS analysis may affect the scope and cost.

Deliverables: A draft description of the proposed project/action and draft alternatives will be distributed to the County and USFWS in electronic format for review.

Task 3. Public Scoping [Completed]

Under this task, Jones & Stokes will conduct activities pursuant to the scoping requirements of CEQA and NEPA. Included in this task will be facilitation of one public scoping meeting. Jones & Stokes will prepare materials for the meeting, including handouts, sign-in sheets, and comment cards. Maps illustrating the proposed HCPA and alternatives will be provided by TRA and require only minimal modification by Jones & Stokes for this meeting. It is not assumed that any large display boards will be prepared or that a court reporter will be provided for the scoping meeting. It is assumed that the County and USFWS will be responsible for public notification of the scoping meeting beyond that already provided for under Task 1.2.

Deliverables: Jones & Stokes will provide a summary of the scoping meeting to both the County and USFWS. [Scoping meeting held on July 29, 2004.]

Task 4. Prepare Administrative Draft EIR/EIS

Jones & Stokes will prepare the administrative draft EIR/EIS in compliance with requirements of CEQA, NEPA, the County, and USFWS. A suggested format for the EIR/EIS is presented below.

4.1 Executive Summary

We propose to prepare an Executive Summary that meets the requirements of CEQA and NEPA and that is written as a true summary of EIR/EIS findings. The impacts and mitigation measures presented in the EIR/EIS will be presented in table format and will be placed at the end of the Executive Summary. The body of the chapter will contain a concise, clearly written summary of the proposed project's elements, alternatives analyzed, and key findings of the document.

4.2 Introduction [Partially Completed]

The Introduction to the EIR/EIS will clearly direct readers on how to find information in the EIR/EIS. It will also provide a brief history of the San Bruno Mountain HCP and previous environmental analysis, will explain the roles of the CEQA and NEPA lead agencies and the legal authorities guiding each, and it will explain the connection between the HCPA and the conclusions of the EIR/EIS.

4.3 Purpose and Need/Objectives of the Proposed Action [Partially Completed]

Developing a focused Purpose and Need/Project Objectives statement is an essential element of the document since it will provide the basis for the action and for defining the range of feasible alternatives that are considered in the EIR/EIS. This section of the EIR/EIS will fulfill both the requirements of NEPA (Purpose and Need) and CEQA (Project Objectives). It will contain the objectives of the proposed HCPA and the underlying need that the action seeks to fulfill.

4.4 Proposed Action and Alternatives [Partially Completed]

This section of the EIR/EIS will describe the Proposed Action/Project in terms that are suitable for an environmental document and a reasonable range of alternatives. It is assumed that up to three action alternatives will be analyzed in the EIR/EIS in detail, including the proposed action. The No-Project/No-Action Alternative will also be evaluated. These alternatives will be analyzed at the same level of detail as the proposed action to fulfill the requirements of NEPA and allow for a meaningful comparison of the impacts of the alternatives with those of the proposed action. As described under Task 2, Jones & Stokes will work with the County, USFWS, and TRA to refine project alternatives that would reasonably achieve the purpose and need of the proposed action. The EIR/EIS will also discuss those alternatives to the project that were considered for analysis, but rejected, and the reasons for rejection. As described previously, Jones & Stokes will rely on figures provided by TRA to illustrate features of the proposed action and alternatives.

4.5 Environmental Setting, Impacts, and Mitigation Measures

The EIR/EIS is presumed to focus on resource issues related to habitat management. Each setting and impact section will begin with a description of the setting for each resource topic. The setting will provide the baseline for comparison of the impacts from the proposed project/action. Each resource section will include a concise description of the methodology used in the impact analysis, and the standards used to determine whether an impact is significant. The standards of significance will be based on CEQA, NEPA, County, and USFWS guidance. The methodology for development of mitigation measures will also be described. It is expected that mitigation measures will primarily be in the form of policies to be incorporated into the HCPA, or design measures to be incorporated into the implementation sections and documents associated with the HCPA.

The HCPA, in addition to proposing new habitat management actions in conservation areas, is also going to allow a certain level of take within designated development areas. The effects of that development (such as on traffic, water resources; or other subject areas) are presumed to either have been previously disclosed in prior environmental impact assessments or will be addressed through subsequent environmental compliance.

The resource topics to be evaluated in the EIR/EIS will ultimately depend on the nature of effects of the HCPA. For purposes of this scope, it is assumed that HCPA management activities will have very limited effects on issues other than biology, air quality, and fire safety. It is assumed that the analysis of other resources areas in the EIR/EIS will therefore be very concise.

4.5.1 Biological Resources

Jones & Stokes will rely almost exclusively on the technical studies and other information previously gathered or prepared for the HCP or the HCPA. Jones & Stokes' biological team will conduct an independent review of the existing information, coordinate with resource agencies concerning identified issues of concern, conduct a reconnaissance-level field visit, and analyze existing field data. It is not assumed that it will be necessary to update data, fill data gaps, or improve mapping resolutions for biological resources.

Jones & Stokes will rely on the TRA data to develop GIS coverages of various biological and physical resources pertinent to the EIR/EIS study area. We also assume that color, georectified, aerial photographs at a scale of 1 inch = 400 feet or better resolution are available for interpretation of vegetation and land cover types.

The biological resource section of the EIR/EIS will include a setting section that describes existing resources in the HCP area. The setting section will be based on a review of existing information and data as well as any information gathered during site reconnaissance. This section will also contain a regulatory subsection that discusses the project's consistency with county, state, and federal policies and regulations.

To support the County and USFWS in their efforts to prepare an adequate biological resource analysis, Jones & Stokes will review and confirm the adequacy of existing studies and will:

- Obtain and review existing and available information that pertains to the project area. This will include a review of records from the California Natural Diversity Database (CNDDB) (2003), environmental documents prepared for the HCP area and other projects in the region, prior environmental impact assessments on San Bruno Mountain, and Jones & Stokes file information. This information will be used to develop lists of special-status species and other sensitive biological resources other than covered butterflies that have the potential to occur in the project region.
- Coordinate with resource agencies. The purpose of this coordination effort will be to obtain additional information on special-status species, and to gather up to date information on the

status of permitting and mitigation plans in process through the resource agencies' processes.

 Conduct a field visit to confirm baseline conditions and become familiar with the project site.

It is assumed that up to five figures will be provided for biological resources. Jones & Stokes assumes that TRA will provide the content for these figures in a suitable format and that minimal modifications will be required for use in the EIR/EIS.

The impacts and mitigation measures section of the EIR/EIS will include an evaluation of potential impacts by alternative on biological resources and will identify feasible mitigation measures to reduce potential impacts to a less than significant level. No new studies to develop or enable mitigation measures are assumed as part of this scope and cost. This scope also does not presume floristic surveys for special-status plant species or species-specific wildlife surveys.

4.5.2 Air Quality

In the air quality analysis, Jones & Stokes will focus on potential emissions from controlled burns on San Bruno Mountain, where included in alternatives. The tasks involved in preparing the air quality analysis include the following:

- Collect information from available data sources for use in the air quality setting section;
- Summarize the environmental and regulatory setting;
- Identify significance thresholds for air quality impacts, using the BAAQMD's CEQA guidelines;
- Describe the methodology used to estimate air emissions;
- Estimate emissions from controlled burns and summarize the results of the air quality analysis in a table showing estimated emission concentrations; and
- Identify mitigation measures as necessary.

4.5.3 Fire Safety and Services

Given the proximity of existing (and future) development to areas of potential habitat management for listed species, fire safety and services related to prescribed fire use is an issue of analysis for the EIR/EIS. This section will evaluate prescribed burns in terms of the timing, location, frequency, intensity, and size in order to assess fire safety relative to adjacent development as well as impact on fire services in terms of responder capacity.

4.5.4 Other Resource Sections

The primary focus of the EIR/EIS analysis is expected to be biological resources, with a secondary emphasis on air quality and fire safety issues. As stated previously, it is assumed that impacts to resources, other than to listed species, from residential or other development will be

addressed by other environmental review. Other CEQA/NEPA resource areas will be covered in the EIR/EIS at a more general level of analysis. These resources and a discussion of our assumptions regarding the parameters of the EIR/EIS analysis are discussed below. This scope and cost assumes that figures will not be necessary for other resource areas.

- Cultural Resources San Bruno Mountain is a sensitive area for cultural resources and thus management activities may have an impact on cultural resources. Jones & Stokes will address cultural resources by developing a sensitivity analysis of the proposed project area. The sensitivity analysis will include information obtained from a records search at the Northwest Information Center to document known resources and a focused field visit to assess sensitivity for the presence of archaeological and architectural resources. Jones & Stokes cultural resources staff will document the potential sensitivity of the proposed project area in a brief technical report outlining the actions that are necessary to comply with CEQA, NEPA, and Section 106 of the NHPA prior to the implementation of specific management practices. A map of the area of potential effect will be prepared, based on base maps provided by TRA, but no other cultural resource or sensitivity mapping will be prepared. This technical report will support the analysis included in the EIR/EIS. It is assumed that environmental review for specific development projects will adequately address resources in the development areas. Our estimate does not assume site evaluation of cultural resources or resource-specific mitigation.
- Soils, geology, and mineral resources Likely HCPA impacts could include habitat
 management affects on soil erosion in conservation areas as well as impacts during
 construction or earth moving. It is assumed that standard BMPs will be adequate to address
 these concerns and a general analysis will be adequate.
- Visual, scenic, and aesthetic resources Vegetation management may result in minor changes in the aesthetic setting. It is presumed that this would be addressed on a qualitative basis and that no mapping or visual simulations would be necessary.
- Traffic and transportation Minor temporary contributions of additional traffic from management activities are presumed to have limited impact area roadways. Traffic associated with facilitated development would be noted, but not analyzed in this document.
- Noise Minor temporary construction and traffic noise from management near existing residential development would be addressed. It is assumed that these effects are minor and temporary and that standard BMPs would be adequate mitigation.
- Population and housing Our proposal assumes that development covered in the HCPA is
 foreseen in local land use and housing plans and analyzed in detail in separate environmental
 analysis.
- Recreation The impact and timing of habitat management could have minor temporary
 effects due to restrictions on recreational use of parts of the Mountain and would be
 addressed.
- Utilities and Public Services Habitat management and new HCPA biological constraints may affect utility line maintenance activities and timing and will be discussed in the

document. Demand for public services from facilitated development is presumed to be addressed separately in project-specific environmental compliance documents.

- Hazardous waste and materials Use of petroleum and hazardous materials for habitat
 management activities is presumed to be addressed through standard BMPs. No extensive
 analysis (such as a risk assessment) of hazards of potential herbicide use is presumed. A
 qualitative assessment is presumed instead.
- Water resources Impacts of different habitat management actions, such as fire management or other means of vegetation control, on water quality are presumed to be limited.

Our presentation of these other resource areas will draw on existing city and County documents and prior environmental impact assessments, wherever feasible. Each resource area will identify impacts by alternative and present mitigation for significant impacts. Because some of the covered development may have already completed CEQA, the document will note this where appropriate and identify the adopted mitigation pursuant to that prior process.

4.6 Other Required Analysis

This section will provide other areas of analysis required under CEQA, NEPA or other regulatory controls. These include analysis of:

- cumulative impacts;
- · irreversible environmental changes;
- the relationship between short–term uses of the environment and maintenance and enhancement of long-term productivity;
- significant, unavoidable environmental effects;
- growth-inducing impacts; and
- analysis of the project in relation to relevant federal executive orders.

Development of a cumulative impact analysis will be a primary focus of this section to ensure the document fulfills the requirements of CEQA and NEPA. Jones & Stokes will work with the County and USFWS to develop an appropriate background for analysis of cumulative impacts. We anticipate analyzing cumulative effects within both a "near field" and a "far field" study area.

The "near field" study area would be San Bruno Mountain and the immediately adjacent areas of suitable habitat for covered species. Currently proposed or future potential development in immediately adjacent areas outside of the HCP/HCPA project area would be identified from existing city and county planning documents.

The "far field" study area would consist of the range of extant populations of the listed butterfly species affected by the HCP/HCPA. In specific, this "far field" would include the following: Mission blue butterfly (Twin Peaks in San Francisco; Fort Baker in Marin County; and San Bruno Mountain); San Bruno elfin butterfly (portions of San Francisco peninsula); Callippe silverspot butterfly (portion of Alameda County and San Bruno Mountain); and Bay checkerspot

Scope of Services

butterfly (portions of San Mateo and Santa Clara counties). The purpose of the "far field" analysis is to examine cumulative impact on a general basis to all of the extant populations. This discussion, while necessarily general in nature, will allow the impacts of the HCPA and alternatives to be understood on a broader, "whole of the species" level. The status of other extant areas and potential threats for each of these areas would be identified from existing documentation collected as part of data collection for biological resources. "Far-field" analysis will rely largely on species data for other populations provided by TRA. Jones & Stokes will prepare up to two figures illustrating "near-field" and "far-field" cumulative conditions.

4.7 Agencies and Persons Contacted, References and Literature Cited, and Report Preparers; Glossary

The EIR/EIS will contain this information as required by CEQA and NEPA guidelines.

4.8 Administrative Draft EIR/EIS (ADEIR/EIS) Document Preparation

Jones & Stokes will prepare a total of 12 copies of the ADEIR/EIS for review and comment. We assume that the County and USFWS will each provide comments on the document and that Jones & Stokes will consolidate the comments for review.

Task 5. Prepare Draft EIR/EIS

Task 5.1 Draft EIR/EIS

Following receipt of comments on the administrative draft EIR/EIS, Jones & Stokes will meet with County, USFWS, and TRA staff to review the comments. Following this meeting, Jones & Stokes will prepare the draft EIR/EIS, incorporating changes in response to the comments on the ADEIR/EIS. It is assumed that the County will submit required copies of the draft EIR/EIS to the California State Clearinghouse

Under this task, Jones & Stokes will also facilitate a public hearing for the draft EIR/EIS following public release. Jones & Stokes will provide logistical support and materials for the hearing. It is not assumed that any large display boards will be prepared or that a court reporter will be provided for the hearing. It is also assumed that the County and USFWS will be responsible for public notification of the hearing beyond that already provided for under Task 5.2 below.

Deliverables: Jones & Stokes will prepare and distribute a total of 75 copies of the Draft EIR/EIS; 45 copies for public distribution based on the mailing lists provided by the County and USFWS and participants added since initiation of the project; 15 copies for the California State Clearinghouse; 5 copies for the County; and 10 copies for USFWS (including 5 for the filing with EPA). Jones & Stokes will also provide the County with 50 CD copies of the draft EIR/EIS for distribution, one unbound, reproducible copy of the draft EIR/EIS, and a CD copy of the draft EIR/EIS in a format (PDF or html) for posting on the web.

Task 5.2 Notices

Jones & Stokes will prepare the Notice of Availability (NOA) for publication in the Federal Register and distribution to interested parties, as well as a Notice of Completion (NOC) for the State Clearinghouse.

Deliverables: Jones and Stokes will produce and distribute 100 copies of the NOA, as well as a copy of the NOC for the California State Clearinghouse. Jones & Stokes will also provide one hard copy and an electronic copy to both the County and USFWS.

Task 6. Prepare Draft Response to Comments and Administrative Final EIR/EIS

Following the close of the Public Comment period on the draft EIR/EIS, Jones & Stokes will prepare responses to substantive comments received on the EIR/EIS. We anticipate that there will be a significant number of substantive comments based upon the intense public interest in the HCP Amendment and the nature of the comments during public scoping (Task 3), and the unresolved lawsuit. It is assumed that comments on the draft EIR/EIS will not result in the need for analysis of issues not covered in the draft EIR/EIS, and will not require additional substantial technical analysis or modeling.

It is expected that the County and USFWS will supply Jones & Stokes with a complete copy of all comments to which the County and USFWS expects responses to be prepared.

We recommend early coordination between Jones & Stokes, the County, TRA and USFWS on the appropriate level of response to the comments. Jones & Stokes will meet with the County and USFWS to discuss the approach to response preparation, resulting in agreement on the approach for each major comment. We presume to employ a "master response" approach to increase efficiency.

Jones & Stokes will prepare the mitigation monitoring and reporting program (MMRP) for inclusion in the administrative final EIR/EIS. The MMRP will:

- identify each impact of the project that will be mitigated,
- contain a brief explanation of each relevant mitigation measure,
- specify the agency or individual responsible for implementing and monitoring each mitigation measure, and
- state when and how frequently each mitigation measure should be implemented.

Jones & Stokes will coordinate with the County and USFWS during preparation of the MMRP regarding the format of the MMRP and the relative monitoring responsibilities of County and USFWS agencies.

The administrative final EIR/EIS will include:

- Response to Comments document containing all of the comments made as well as responses;
- EIR/EIS text, revised as necessary based on responses to comments on the draft EIR/EIS;
 and
- MMRP.

Deliverables: Jones & Stokes will prepare a total of 12 copies of the administrative final EIR/EIS.

Task 7. Prepare Final EIR/EIS

Because of the expected controversy and number of public comments, we anticipate that the Draft EIR/EIS may need substantial revision. This task includes preparation of the Final EIS/EIR based on revisions from responses to comments and those self-initiated by the County or USFWS.

Following receipt of the County and USFWS's comments on the draft Response to Comments and administrative final EIR/EIS, Jones & Stokes will meet with County and USFWS staff to review all of the County and USFWS comments and agree on the appropriate responses to those comments. Following this meeting, Jones & Stokes will prepare final EIR/EIS, incorporating changes in response to the County and USFWS's comments on the administrative draft. Jones & Stokes will also revise the MMRP based on comments on the administrative final EIR/EIS and MMRP. Jones & Stokes will prepare the notice of completion (NOC). It is assumed that the County will submit the NOC and, if it desires, copies of the final EIR/EIS to the California State Clearinghouse, as well as provide payment for the California Department of Fish and Game review fee upon completion of the final EIR/EIS.

Deliverables: Jones & Stokes will prepare and distribute a total of 75 copies of the Final EIR/EIS, including the following breakdown; 60 copies for public distribution based on the mailing lists provided by the County and USFWS and participants added since initiation of the project; 5 copies each for the County; and 10 copies for USFWS (including 5 copies for filling with EPA). Jones & Stokes will also provide the County with 50 CD copies of the draft EIR/EIS for distribution, one unbound, reproducible copy of the draft EIR/EIS, and a CD copy of the draft EIR/EIS in a format (PDF or html) for posting on the web. Jones & Stokes will provide the County with a copy of the NOC for submittal to the California State Clearinghouse.

Key Assumptions for Scope of Work and Cost Estimate

This scope of work and cost estimate are based on the following key assumptions:

- The EIR/EIS will focus on resource issues related to habitat management activities. We assume that direct and indirect impacts of covered development projects for all resources other than listed butterfly species, have been or will be adequately addressed in past or future project-specific CEQA-compliance documents. This EIR/EIS will not address the direct or indirect impacts of these development projects. Non-biological resource issues will be addressed only to the extent that habitat management would affect them. These discussions will be as succinct as possible and will rely heavily on incorporation by reference of previous planning and environmental documents.
- A cultural resources sensitivity analysis of the HCPA permit area will be conducted based on a records search and focused field visit. Jones & Stokes will prepare an APE map, based on maps provided by TRA, but will not provide cultural resource or sensitivity mapping. Jones & Stokes will not evaluate cultural resources or develop site-specific mitigation.
- Jones & Stokes will rely heavily on the project description and alternatives developed by TRA for the HCPA for the alternatives in the EIR/EIS. We assume that it will require only minimal effort to modify and incorporate the material provided by TRA into the EIR/EIS. This scope and cost assumes that no analysis will begin until the project description and alternatives have been completed. In addition, any revisions to the project description and alternatives following initiation of the EIR/EIS analysis may affect the scope and cost.
- This scope and estimate assumes evaluation of three action alternatives, including the proposed action. The action alternatives will be limited to those that reduce or avoid take of listed species and to alternative conservation strategies (e.g., alternative management techniques, alternative management locations). Alternative development footprints, development locations, or development densities will not be considered. We will also consider the no new take alternative, as required by USFWS; we assume this alternative will be deemed infeasible.
- This scope assumes a total of six meetings, including:
 - one project initiation meeting (Task 1) [Completed];
 - one public scoping meeting (Task 3) [Completed];
 - one meeting to review comments on the administrative draft EIR/EIS (Task 4);
 - one public hearing on the draft EIR/EIS (Task 5);

- one meeting to review public comments on the draft EIR/EIS and to agree on the appropriate responses to those comments prior to preparation of the administrative final EIR/EIS (Task 5); and
- one meeting to review comments on the administrative final EIR/EIS (Task 6).
- The scope assumes that up to two staff will attend one scoping meeting and one public hearing on the Draft EIR/EIS. Jones & Stokes will provide handouts and support for these meetings but large poster boards will not be prepared and a court reporter will not be provided.
- We assume that TRA will provide all base maps and most content for graphics and will require minimal
 modification by Jones & Stokes. This scope and estimate assumes that up to five figures will be provided
 for biological resources. This scope assumes that no figures will be necessary for resource areas other
 than biological resources.
- Jones & Stokes will largely rely on data provided by TRA for butterfly populations outside the HCPA permit area to assess potential cumulative impacts. Jones & Stokes will prepare up to two figures illustrating cumulative activities that may affect the listed butterfly species, one of which will illustrate cumulative activities around San Bruno Mountain and rely on base map and content provided by TRA.
- This scope does not include updating data, filling data gaps, or improving mapping resolutions for biological resources. Jones & Stokes will rely on the TRA data to develop GIS coverages of various biological and physical resources pertinent to the HCPA permit area. We also assume that color, georectified, aerial photographs at a scale of 1 inch = 400 feet or better resolution are available for interpretation of vegetation and land cover types. Jones & Stokes assumes that all data received from TRA will be accurate for purposes of analysis and mapping of resources.
- This scope of work assumes that one administrative draft each of the draft and final EIR/EIS will be prepared and submitted simultaneously to the County and USFWS. If USFWS or the County requests additional review drafts or screen check copies of the draft or final EIR/EIS, these would be at additional cost.
- This scope of work assumes that comments from the County and USFWS will be sorted and any conflicts among comments will be reconciled prior to Jones & Stokes receiving them. (Comments from the County and USFWS can be received separately.)
- San Mateo County's legal counsel will provide any necessary input and direction on legal issues
 encountered during the EIR/EIS process. David Nawi will provide minimal legal support and will
 largely be relied upon to facilitate or coordinate efforts with USFWS.
- All reproduction and distribution of deliverables will be provided by the County and/or USFWS. Jones & Stokes will not maintain a mailing list for the project or distribute documents beyond that described in this scope of work.

- This scope includes biological reconnaissance for the Jones & Stokes team to familiarize themselves with the resources in the HCPA project area, but does not include additional field surveys, data collection or species-specific surveys.
- This scope of work assumes a maximum of fifty (50) comment letters will be received and responded to for the draft EIR/EIS. These 15 letters will be of short to moderate length (no more than 10 unique comments each) and will not have been prepared by outside technical experts hired by project opponents. These comments will not necessitate analysis of issues that were not covered in the draft EIR/EIS, or additional substantial technical analysis. Following the receipt of all of the comments on the draft EIR/EIS, Jones & Stokes will assess the level of effort required for responses, relative to the budgeted level of effort, and determine whether the existing budget is adequate to address substantial comments received. The County's legal staff will provide direction and assistance in developing responses to any comments on the legal adequacy of the EIR/EIS.
- Jones & Stokes will not distribute notices or submit notices to the California State Clearinghouse. No other distribution, publication, or noticing is included in the scope. Jones & Stokes' estimate does not include payment of the California Department of Fish and Game review fee required upon completion of the final EIR/EIS.

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Cost Estimate for San Bruno Mountain HCP Amendment EIR/EIS (2006-Completion)

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