

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
JONES AND STOKES**

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the COUNTY OF SAN MATEO, acting in its role as Plan Operator of the San Bruno Mountain Area Habitat Conservation Plan ("County"), and JONES AND STOKES ("Contractor");

W I T N E S S E T H:

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 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, or about August 1, 2006, the County entered into a contract with Contractor to prepare an EIR/EIS to support proposed amendments to the HCP; and

WHEREAS, the Northeast Ridge Development in Brisbane subsequently initiated a separate HCP amendment contracting with Jones and Stokes to prepare a separate environmental review, and

WHEREAS, the proposed scope of services for the County's HCP Amendment have been subsequently revised to take out the Northeast Ridge development as a result and an Initial Study/Environmental Assessment ("IS/EA") has been agreed upon as the way to determine the most appropriate level of CEQA/NEPA environmental review by USFWS for the County's proposed HCP Amendment as it is not likely to require an Environmental Impact Report/Environmental Impact Statement but rather a Mitigated Negative Declaration ("MND"); and

WHEREAS, by virtue of the fact that it has performed services to date with respect to the earlier proposed EIR/EIS, Contractor would be the best suited to prepare the IS/EA and if warranted by the IS/EA an MND for the County's proposed HCP Amendment; and

WHEREAS, it is necessary and desirable that Contractor be engaged for the purpose of preparing an IS/EA and if appropriate an MND 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. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A— Scope of Services

Exhibit B—Payments and rates – (Project Work Plan Budget Estimate and Fee Schedule)

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Scope of Services, 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 "B". The maximum amount payable under this contract shall be \$118,209.

3. 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 Scope of Services, 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 Parks Department. At such meetings, Contractor shall be prepared to discuss progress made to date fulfilling the tasks set forth in Exhibit "A" and any other issues of importance to the environmental review for the amendment to the Habitat Conservation Plan.

4. Payments

(a) 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 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.

(b) 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 monthly. The final invoice for work performed under this contract will be submitted within thirty (30) days of the end of the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred and Eighteen Thousand Two Hundred and Nine Dollars, \$118,209.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be in effect upon execution by the parties and expire on February 28, 2010 unless extended by the parties in writing.

This Agreement may be terminated by Contractor, the Director of San Mateo County Parks Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

6. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

The Contractor shall indemnify and save 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 "Indemnities") from all claims, suits, or action 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, (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, 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 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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

10. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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 the work of this Agreement.

- (2) **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/her 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself 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 the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County, the cities of Brisbane, South San Francisco, and Daly City, the San Bruno Mountain Habitat Conservation Trust, and it's Trustees, and the officers, agents, employees, and servants of each of these entities shall be named as additional insured 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 it's 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 it's Trustees, and the officers, agents, employees, and servants of each of these entities have other insurance against the 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 of San Mateo 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.

11. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated hereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and

applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* 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.
- C. *Equal employment opportunity.* 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.
- D. *Violation of Non-discrimination provisions.* 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

13. Compliance with Contractor Employee Jury Service Ordinance

Contractor 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 deducts from the employees' regular pay the fees received for jury service.

14. 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 therein. Contractor will supply County with electronic and hard copies of data on an annual basis.

15. Conflict of Interest

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.

16. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

17. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any 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 parties.

18. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. The venue for any legal action regarding this contract shall be San Mateo County Superior Court.

19. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State's mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

**Sam Herzberg, Senior Planner
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063**

In the case of Contractor, to:

**Attn: Brian Ramos, Principal
Jones and Stokes Associates, Inc.
268 Grand Ave.
Oakland, CA 94610**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

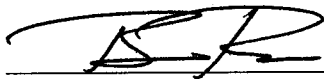
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Jones and Stokes
268 Grand Ave.
Oakland, CA 94610



Contractor's Signature
By: BRIAN RAMOS

Date: 10-28-08

Long Form Agreement/Non Business Associate v 6/28/06

Exhibit A – Scope of Services

San Bruno Mountain HCP Amendment Initial Study/ Environmental Assessment

Our approach for successfully completing the San Bruno Mountain habitat conservation plan amendment (HCPA) initial study (IS)/environmental assessment (EA) is presented in this scope of services. The IS/EA will be used by San Mateo County and the U.S. Fish & Wildlife Service (USFWS) in support of a California Environmental Quality Act (CEQA) mitigated negative declaration (MND) and a National Environmental Policy Act (NEPA) finding of no significant impact (FONSI). 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 documents. Based on this experience, we believe that an MND is the likely outcome following completion of the IS, and a FONSI is the likely outcome following completion of the EA, as reflected in this scope of work.

The County's HCP Amendment is intended to cover the following items:

- Revised Operating Program for County Park based on the San Bruno Mountain State and County Park Master Plan and the 2001 Trails Plan
- Revised Guidelines for Restoration and Dedication of Conserved Habitat to the County including an update on the status of dedicated parcels.
- Quarry slide repair project.
- Community Wildfire Protection and Fire Use Plan
- Formalize Site Activity Permit Process
- Updated Funding Provisions vis-à-vis the Northeast Ridge and any future development
- Address 2007 Habitat Management Plan (completed)

The approach outlined in this scope is to develop an IS/EA that relies heavily on work conducted by Thomas Reid Associates (TRA) in preparing the HCPA. The IS/EA 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 pile burns, will also be considered. It is assumed for the IS/EA 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 IS/EA will therefore be very concise. We assume that direct and indirect impacts resulting from development-related HCPA covered projects (e.g., 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 IS/EA will

substantially tier from 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 IS/EA.

The IS/EA 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 up to two action alternatives, in addition to the proposed action. For instance, these action alternatives may include alternative trail or access improvement locations or alternative fire management and use strategies.

This scope and cost assumes that the base maps and content for most of the figures will be provided by TRA or the County. 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 IS/EA is initiated.

Another key objective of this meeting will be to refine the IS/EA 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 IS/EA 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 IS/EA 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 IS/EA. 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 IS/EA

It is assumed that the IS/EA 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 IS/EA. 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.

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 IS/EA. 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 IS/EA.

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 IS-MND/EA 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 IS/EA

Jones & Stokes will prepare the administrative draft IS/EA in compliance with requirements of CEQA, NEPA, the County, and USFWS. A suggested format for the IS/EA 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 IS/EA findings. The impacts and mitigation measures presented in the IS/EA 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 IS/EA will clearly direct readers on how to find information in the IS/EA. 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 IS/EA.

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 IS/EA. This section of the IS/EA 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 IS/EA 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 IS/EA 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 IS/EA 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 IS/EA 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 is also going to allow a certain level of take within designated development/improvement 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 IS/EA 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 IS/EA 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 IS/EA 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 IS/EA 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 (CNDDDB) (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 IS/EA.

The impacts and mitigation measures section of the IS/EA 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 pile 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 controlled pile burning is an issue of analysis for the IS/EA. This section will evaluate the use of these controlled burns in terms of the timing, location, frequency, 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 IS/EA 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 IS/EA at a more general level of analysis. These resources and a discussion of our assumptions regarding the parameters of the IS/EA 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 IS/EA. 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 or trail improvement 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 mechanical 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.

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

The IS/EA will contain this information as required by CEQA and NEPA guidelines.

4.8 Administrative Draft IS/EA (Admin IS/EA) Document Preparation

Jones & Stokes will prepare a total of 12 copies of the Admin IS/EA 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 IS/EA

Task 5.1 Draft IS/EA

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

A public hearing is not necessary to meet the requirements of CEQA for an IS or to meet the requirements of NEPA for an EA; therefore, it is assumed that a public hearing will not be required by the County or USFWS.

Deliverables: Jones & Stokes will prepare and distribute a total of 75 copies of the Draft IS/EA; 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 IS/EA for distribution, one unbound, reproducible copy of the draft IS/EA, and a CD copy of the draft IS/EA 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 IS/EA

Following the close of the Public Comment period on the draft IS/EA, Jones & Stokes will prepare responses to substantive comments received on the IS/EA. We don't anticipate that there will be a significant number of substantive comments since revisions to the development boundaries for the North East Ridge was separated out and included in a prior HCPA orchestrated by the City of Brisbane. It is therefore assumed that comments on the draft IS/EA will not result in the need for analysis of issues not covered in the draft IS/EA, 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 IS/EA. 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 IS/EA will include:

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

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

Task 7. Prepare Final IS/EA

We do not anticipate that the Draft IS/EA may need substantial revision. This task includes preparation of the Final IS/EA 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 IS/EA, 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 the final IS/EA, 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 IS/EA 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 IS/EA 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 IS/EA.

Deliverables: Jones & Stokes will prepare and distribute a total of 75 copies of the Final IS/EA, 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 filing with EPA). Jones & Stokes will also provide the County with 50 CD copies of the draft IS/EA for distribution, one unbound, reproducible copy of the draft IS/EA, and a CD copy of the draft IS/EA 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 IS/EA 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 IS/EA 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 IS/EA. We assume that it will require only minimal effort to modify and incorporate the material provided by TRA into the IS/EA. 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 IS/EA 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.
- 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 IS/EA (Task 4);
 - one meeting to review public comments on the draft IS/EA and to agree on the appropriate responses to those comments prior to preparation of the administrative final IS/EA (Task 5); and
 - one meeting to review comments on the administrative final IS/EA (Task 6).

- 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 IS/EA 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 IS/EA, 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 IS/EA process.
- 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 fifteen (15) comment letters will be received and responded to for the draft IS/EA. 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 IS/EA, or additional substantial technical analysis. Following the receipt of all of the comments on the draft IS/EA, 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 IS/EA.

- 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 IS/EA.

Exhibit B - Project Work Plan & Budget Estimate

San Bruno Mountain HCP Amendment IS/EA

March 18, 2008

Staff Allocation Estimate in Hours & Days																									Budget Estimate																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Notes: Our proposed budget estimate is based on our understanding of the proposed HCPA and Jones & Stokes experience preparing and supporting HCPs and joint CEQA/NEPA compliance documents. Based on this experience, we believe that an MND is the likely outcome following completion of the IS, and a FONSI is the likely outcome following completion of the EA, as reflected in this cost estimate.

**San Bruno Mountain HCP County Amendment
Mitigated Negative Declaration/Environmental Assessment
Revised Schedule**

Task	Duration	Est. Start	Est. End
1 st Admin. Draft HCP Amendment Completed by TRA		July 15, 2008	September 1
J&S – Prepare Description of Proposed Action/Project and Alternatives for MND/EA	1 month	Oct 28	Nov 21
J&S - Prepare 1 st Administrative Draft MND/EA	2 months	Nov 24 ^a	Jan 23, 2009
USFWS - Review of 1 st Admin. Draft MND/EA	1 month	Jan 26	Feb 20
J&S - Prepare 2 nd Administrative Draft MND/EA	1 month	Feb 23	Mar 20
USFWS - Review of 2 nd Admin. Draft MND/EA	2 weeks	Mar 23	April 3
J&S - Prepare Public Draft MND/EA	2 weeks ^b	April 6	April 17
USFWS – Publish Federal Register NOA	2 months ^c	April 20	June 12
Public Review of Draft MND/EA	3 months ^c	June 15	Sept 4
J&S – Prepare Draft Response to Comments and Admin Final MND/EA docs	2 months	Sept 7	Oct 30
USFWS – Review comments, revise documents, finalize biological opinion, FONSI, Findings	1 month ^c	Nov 2	Nov 27
USFWS – To CNO for review and signature	1 month ^c	Nov 30	Dec 25
USFWS – Issuance of permit			Dec 2009
Total	15 Months		
^a Assumes availability of fairly complete draft HCP Amendment by this time.			
^b Assumes only minor revisions required as a result of USFWS feedback.			
^c Estimated timeframe based on prior USFWS input; however, this could take upwards of 6 months.			

Prepared 10/2/08

Attachment IP – Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such

that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Jones & Stokes Associates, Inc.	Phone:	510-433-8962
Contact Person:	Jeff Thomas	Fax:	510-433-8961
Address:	268 Grand Avenue Oakland, CA 94610		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

10-7-06

Date

Brian Ramos

Name

Principal Planner

Title

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 Contractor(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.

Michelle White, HR Director _____
Name of 504 Person - Type or Print

Jones & Stokes Associates, Inc. _____
Name of Contractor(s) - Type or Print

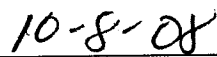
268 Grand Avenue _____
Street Address or P.O. Box

Oakland, CA 94610 _____
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

 _____
Signature

 _____
Title of Authorized Official

 _____
Date

*Exception: DHHS regulations state that:

"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."

CONTRACT INSURANCE APPROVAL

DATE:

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Sam Herzberger

PHONE: FAX: PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME:

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

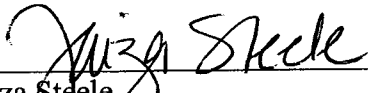
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
See Exhibit A

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Faiza Steele
Risk Management Analyst

11/6/08
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/04/08

PRODUCER

Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Federal Insurance Company
COMPANY B	Great Northern Insurance Co.
COMPANY C	Steadfast Insurance Company
COMPANY D	

PHONE 212/441-1000

FAX 212/441-1953

INSURED

Jones & Stokes Associates, Inc.
9300 Lee Highway
Fairfax VA 22031-1207 USA

COVERAGES

SIR applies per terms and conditions of the policy

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	35812409	06/25/08	06/25/09	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Package - Domestic			PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$1,000,000
					MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY	73522955	06/25/08	06/25/09	COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Automobile - All States			BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGATE
A	EXCESS LIABILITY	9363-00-18	06/25/08	06/25/09	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM	Umbrella Liability			AGGREGATE \$5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT
					EL DISEASE-EA EMPLOYEE
C	Misc E&O Cvg	PEC 913140701	06/25/08	06/25/09	Prof Liab Agg - All \$3,000,000
		Errors & Omissions			Overall policy aggre \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: San Mateo Co. Document No. 83026343 - San Bruno Mountain Habitat Conservation Plan
1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on Professional Liability coverage.

CERTIFICATE HOLDER

San Mateo County Parks Department
Attn: Sam Herzberg, Senior Planner
455 County Center, 4th Floor
Redwood City, CA 94063 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Attachment to ACORD Certificate for Jones & Stokes Associates, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Jones & Stokes Associates, Inc.
9300 Lee Highway
Fairfax VA 22031-1207 USA

COMPANY
COMPANY
COMPANY
COMPANY
COMPANY

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

2 - County, the cities of Brisbane, South San Francisco, and Daly City, the San Bruno Mountain Habitat Conservation Trust, and it's Trustees, and the officers, agents employees, and servants of each of these entities are included as Additional Insureds as their interest may appear.

3 - Subject to the terms and conditions of the individual policies, the indicated coverage is primary to but only as respect work being done by Jones & Associates, Inc. for San Mateo County Parks Department.



Liability Insurance

Endorsement

Policy Period	June 25, 2008 to June 25, 2009
Effective Date	June 25, 2008
Policy Number	3581-24-09 ITO
Insured	KCF INTERNATIONAL INC. JONES & STOKES ASSOCIATES, INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	June 25, 2008

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Schedule

ANY PERSON OR ORGANIZATION AS REQUIRED BY
INSURED CONTRACT

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

Robert Hamburger



Liability Insurance

Endorsement

<i>Policy Period</i>	June 25, 2008 to June 25, 2009
<i>Effective Date</i>	June 25, 2008
<i>Policy Number</i>	3581-24-09 DTO
<i>Insured</i>	ICF International Inc. Jones & Stokes Associates, Inc.
<i>Name of Company</i>	Great Northern Insurance Company
<i>Date Issued</i>	June 25, 2008

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the following condition is added:

Conditions

Other Insurance – Primary Additional Insured

If you agree, in a written contract, agreement or permit, to provide primary insurance for any person or organization included in Who Is An Insured, this Other Insurance – Primary Additional Insured condition applies.

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary. We will not seek contributions from any other insurance available to the person or organization with whom you agree to include in Who Is An Insured, except when the Excess Insurance provision applies.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for your work;

Conditions

Other Insurance –
Primary Additional
Insured
(continued)

- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, autos or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);
- D. that is insurance:
 - 1. provided to you by any person or organization working under contract or agreement for you; or
 - 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.


Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

Authorized Representative



POLICY NUMBER: (08)7352-29-55

COMMERCIAL AUTO
CA 20 43 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

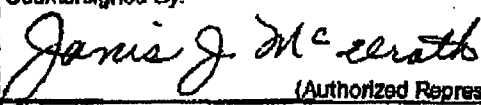
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6-25-08	Countersigned By:  (Authorized Representative)
Named Insured: ICF International Inc., etal	

SCHEDULE

Name of Person(s) or Organization(s):

"Any person or organization as required by an insured contract"

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

This is to certify that (Name and address of Insured)

JONES & STOKES ASSOCIATES, INC.
9300 LEE HIGHWAY
FAIRFAX, VA 22031



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/> Continuous*	06/25/2008 / 06/25/2009	WCS-131-508381-018	Coverage afforded under WC law of the following states: All States Except Monopolistic States	Employers Liability
<input type="checkbox"/> Extended				Bodily Injury By Accident
<input checked="" type="checkbox"/> Policy Term				\$1,000,000 Each Accident
				Bodily Injury By Disease
				\$1,000,000 Policy Limit
				Bodily Injury By Disease
				\$1,000,000 Each Person
Workers Compensation			General Aggregate-Other than Prod/Completed Operations	
General Liability			Products/Completed Operations Aggregate	
<input type="checkbox"/> Claims Made			Bodily Injury and Property Damage Liability	Per Occurrence
<input type="checkbox"/> Occurrence			Personal and Advertising Injury	Per Person / Organization
Retro Date			Other Liability	Other Liability
Automobile Liability			Each Accident - Single Limit - B. I. and P. D. Combined	
<input type="checkbox"/> Owned			Each Person	
<input type="checkbox"/> Non-Owned			Each Accident or Occurrence	
<input type="checkbox"/> Hired			Each Accident or Occurrence	
C O M M E N T S	San Mateo Co. Document No. 83026343- San Bruno Mountain Habitat Conservation Plan; Waiver of Subrogation in favor of San Mateo County Parks Department.			
<p>IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the forms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements. The following applies only with respect to insurance for motor carriers registered in Florida: As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.</p> <p>Notice of cancellation: (not applicable unless a number of days is entered below). Notice of Cancellation does not apply when policy(ies) are canceled due to non-payment of premium. Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to the below listed Certificate Holder.</p>				

Office: RICHMOND, VA Phone: 804-270-5441

Certificate Holder:

Sam Herzberg, Senior Planner
San Mateo County Parks Department
455 County Center, 4th Floor
Redwood City,, CA 94063

CAROLYN VARNIER

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from any one eligible for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

BLANKET AS REQUIRED BY CONTRACT

This endorsement is executed by the LIBERTY MUTUAL INSURANCE GROUP

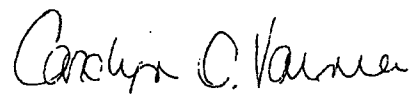
Premium \$ NA

Effective Date 6-25-08

Expiration Date 6-25-09

For attachment to Policy No. WC5-131-508381-018

Countersigned by



Authorized Representative

End. Serial No. NA

WC 00 03 13

Ed. 4/1/1984

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