



**COUNTY OF SAN MATEO**  
Inter-Departmental Correspondence  
Department of Public Works



**DATE:** November 18, 2011  
**BOARD MEETING DATE:** December 13, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** James C. Porter, Director of Public Works

**SUBJECT:** Agreement with Marin County for the County to Provide Program Director Services for Fishery Network of Central California Coastal Counties

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

1. President of the Board of Supervisors to execute an Agreement for the County to provide Program Director services to Fishery Network of Central California Coastal Counties through an agreement with Marin County in the amount of \$142,432.78, effective October 1, 2010 through March 31, 2013; and
2. Director of Public Works to accept and issue change orders to provide additional services requested by Marin County, or to address unforeseen issues as they may arise, in consideration of Marin County's agreement to pay the County additional compensation for said additional work or changed services.

**BACKGROUND:**

The Fishery Network of Central California Coastal Counties program (FishNet 4C) is a County-based salmonid protection and restoration program that brings together the six California Coastal Counties of Mendocino, Sonoma, Marin, San Mateo, Santa Cruz, and Monterey. Members of the FishNet 4C Steering Committee include county supervisors; planning and public works staff; local, state and federal agencies; resource conservation districts, and watershed groups.

The Steering Committee meets quarterly to facilitate the completion of the work plan by the Program Director in coordination with members of the group. The FishNet 4C works in close collaboration with the Northern Five Counties Transboundary Evolutionary Significant Unit (ESU), which includes the Counties of Mendocino, Humboldt, Siskiyou, Trinity, and Del Norte, which began a similar process in 1995. The California Department of Fish and Game currently funds the FishNet4C work through a grant to Marin County, with substantial in-kind share from the six involved Counties, which

contracts services.

These counties lie geographically within the Central California Coastal ESU, as defined by the National Marine Fisheries Service and defined by the Coho salmon and Steelhead trout populations. Coho salmon are listed as Endangered on both the Federal and California State Endangered Species Act (ESA), and Steelhead trout are listed as Threatened under the Federal ESA. In light of these listings and recognizing the need to address County land management regulations and practices which affect salmonid populations, the six counties decided to take a proactive stand for fisheries protection and restoration and formed FishNet 4C in 1998.

**DISCUSSION:**

In Spring 2010, the FishNet 4C Program Director, a full time contract employee, left the position and subsequently San Mateo County Park staff was requested to provide these services. There have been a series of delays related to negotiating the agreement with Marin County; however, the Marin County Board of Supervisors approved the agreement for Program Director services at their November 15, 2011 meeting.

County staff reviewed the scope of services of the agreement and has determined that the County can provide the services requested by Marin County, and that \$142,432.78 is a fair and reasonable price for Marin County to pay the County of San Mateo for providing those services.

County Counsel has reviewed and approved the Resolution and Agreement as to form.

Approval of this action will contribute to Shared Vision 2025 outcome of a Collaborative Community by availing the County's resources and expertise to the County of Marin and supporting their efforts to improve staff services, to the regional population.

**FISCAL IMPACT:**

There is no impact to the General Fund. The projected revenue supports payment to San Mateo County Parks for Program Director Services to FishNet 4C.

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING THE:**

- 1. PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT FOR THE COUNTY TO PROVIDE PROGRAM DIRECTOR SERVICES TO FISHERY NETWORK OF CENTRAL CALIFORNIA COASTAL COUNTIES THROUGH AN AGREEMENT WITH MARIN COUNTY IN THE AMOUNT OF \$142,432.78, EFFECTIVE OCTOBER 1, 2010 THROUGH MARCH 31, 2013; AND**
- 2. DIRECTOR OF PUBLIC WORKS TO ACCEPT AND ISSUE CHANGE ORDERS TO PROVIDE ADDITIONAL SERVICES REQUESTED BY MARIN COUNTY, OR TO ADDRESS UNFORESEEN ISSUES AS THEY MAY ARISE, IN CONSIDERATION OF MARIN COUNTY'S AGREEMENT TO PAY THE COUNTY ADDITIONAL COMPENSATION FOR SAID ADDITIONAL WORK OR CHANGED SERVICES**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, the Fishery Network of Central California Coastal Counties program (FishNet 4C) is a County-based salmonid protection and restoration program that brings together the six California Coastal Counties of Mendocino, Sonoma, Marin, San Mateo, Santa Cruz, and Monterey in coordination with the National Marine Fisheries Service and California Department of Fish and Game; and

**WHEREAS**, members of the FishNet 4C Steering Committee include county supervisors; planning and public works staff; local, state and federal agencies; resource conservation districts; and watershed groups; and

**WHEREAS**, the FishNet 4C Steering Committee meets quarterly to facilitate the completion of the work plan by the Program Director in coordination with members of

the group; and

**WHEREAS**, the California Department of Fish and Game currently funds the FishNet 4C work through a grant to Marin County, with substantial in-kind share from the six involved Counties, which contracts services; and

**WHEREAS**, San Mateo County Park staff has been actively involved since 1998 and was requested to serve in the Program Director position at approximately 25% of overall current responsibilities, and services have been provided since October 1, 2010; and

**WHEREAS**, there have been a series of delays over the past year related to negotiating the Agreement with Marin County; and

**WHEREAS**, on November 15, 2011 the Marin County Board of Supervisors approved an Agreement with San Mateo County to provide Program Director services to Fishnet 4C from October 1, 2010 to March 31, 2013; and

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

It is in the best interest of the County of San Mateo to enter into an agreement with:

County Administrator's Office  
County of Marin  
3501 Civic Center Drive, Room 325  
San Rafael, CA 94903

1. President of the Board of Supervisors be, and is hereby authorized to, execute the Agreement with the County of Marin for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall attest the President's signature thereto.
  
2. All payments to the County shall be made in accordance with the agreement documents.
  
3. The Director of Public Works, and his/her duly designated representative, shall be, and is hereby authorized and directed to attest his/her signature to individual and/or separate agreement modifications (change orders) as may be required in the performance of aforementioned agreement, in consideration of the City's agreement to pay the County additional compensation for said additional work or changed services.

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**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2011 - Edition 1**

**THIS CONTRACT** is made and entered into this 13 day of December, 2011, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and San Mateo Parks, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: Serve as the Project Director for the Fishery Network of the Central California Coastal Counties Project and support on-going efforts to improve and integrate county land management regulations and practices that promote fisheries protection and restoration; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the FishNet Program Director services described, along with other FishNet 4C program services and responsibilities, in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$142,432.78** including direct non-salary expenses. As set forth in section 13 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on October 1, 2010, and shall terminate on March 31, 2013. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

**Workers' Compensation:**

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

**Errors and Omissions, Professional Liability or Malpractice Insurance.**

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall

be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

## **12. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

## **13. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

## **14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

## **15. AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

## **16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.



## **17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

## **18. INDEMNIFICATION:**

### **HOLD/HARMLESS/INDEMNIFICATION:**

**A.** Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees or agents.

**B.** County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees or agents.

## **19. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 20. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the Excluded Parties List System at [www.epls.gov](http://www.epls.gov).**

### **Exhibit D - Debarment Certification**

**By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.**

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**20. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Janell Hampton

Dept./Location: County Administrator's Office  
3501 Civic Center Drive, Room 325  
San Rafael, CA 94903

Telephone No.: (415) 473-6360

Notices shall be given to Contractor at the following address:

Contractor: San Mateo County Parks

Address: 455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063-1646

Telephone No.: (650) 363-1823

**21. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> <b>Scope of Services</b>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <b>Fees and Payment</b>	
<u>EXHIBIT C.</u>	<input type="checkbox"/> <b>Insurance Reduction/Waiver</b>	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> <b>Contractor's Debarment Certification</b>	
<u>EXHIBIT E.</u>	<input checked="" type="checkbox"/> <b>Subcontractor's Debarment Certification</b>	



**EXHIBIT "A"**  
**SCOPE OF SERVICES (required)**

The scope of services for this contract relate to Department of Fish and Game Grants Number P0730410 and P0830403:

1. **FishNet 4C Meeting Coordination**: Coordination and information sharing between the counties is an important component of FishNet 4C. These meetings provide an important forum for information sharing among counties and agencies on project and policy development, legislative actions, State and Federal Recovery Planning efforts, and permitting issues. The FishNet Program Director will follow up on action items identified at these meetings and prepare and distribute meeting notes for committee members. FishNet coordinates the Steering Committee and the Operations and Maintenance Committee.
  - Facilitate quarterly Steering Committee meetings with County Supervisors, planning, public works, parks, open space, special districts and local Federal and State resource agencies. The meetings rotate among the counties to facilitate participation and provide an opportunity to visit local projects.
  - Facilitate quarterly (or as needed) meetings of the FishNet Operations and Maintenance Committee, which includes Public Works, Parks, and Open Space Districts. The emphasis of this committee is implementation of fish passage and road restoration projects, implementation, evaluation and revision of the FishNet Roads Manual, development of potential programmatic permits for routine road maintenance and problem solving and information sharing between counties within the region.

**Deliverables: Quarterly FishNet Steering Committee with follow-up action items. Regular meetings of the O&M Committee, follow-up action items, and Roads Manual Implementation, evaluation and revision.**

2. **Development of FishNet County staff support**: The FishNet Program Director meets with county staff on a regular basis, or as requested, to discuss current projects and issues, and identify ways that FishNet can provide assistance. The Program Director will also help build county capacity, to insure that each county has staff committed to working on fisheries restoration programs, and participating in and providing support for FishNet 4C. As much as possible, the Program Director will also participate in relevant county committees in each FishNet 4C county, such as the San Mateo County's Watershed Protection and Restoration Coordinating Committee (WPARRC), Sonoma's Russian River Coho Recovery Planning Group, and Santa Cruz County's Blue Circle.

**Deliverables: Meetings with county staff and committee meetings, and follow-up items that are developed from these meetings. Enhanced county capacity to implement fisheries projects and programs.**

3. **Implementation of the California State Coho Recovery/NOAA Fisheries Recovery Plans**: The FishNet program will assist the counties in implementing high priority action items identified in the Recovery Plans. FishNet will monitor and document progress on implementation of Recovery Plan Goals and Priorities and submit the data to DFG and NOAA. FishNet will represent the counties on the Coho Recovery Team and Ad Hoc Committees.

**Deliverables: FishNet counties will continue to implement high priority actions for Coho restoration as identified in the recovery plans, and provide data as requested to DFG and NOAA. Participation in Coho Recovery Team meetings and work products.**

4. **Evaluation of Fish Passage Engineering Projects**: The goal of this project is to determine the relative effectiveness over time of various types of fish passage projects, primarily those including step pools, rock weirs, roughened ramps, or baffles/ culvert retrofits. A neutral third party with appropriate fish passage expertise will assess projects constructed over the last 10+ years, examining the success of the projects in continuing to provide passage over time as well as effects on channel function and infrastructure. The project will also compare construction costs, maintenance schedules, and expected/actual project lifespan. The final scope will be developed with technical input from appropriate agency and county personnel and the sites to be evaluated may eventually be selected by project type or stream class. FishNet will partner with NOAA Restoration Center and possibly other fisheries groups (5C, TCFT) and seek additional funding from Coastal Conservancy, NOAA and other sources to complete the evaluation and distribute the results. Information from this evaluation will be valuable for validating fish passage project success, improving future fish passage project design at challenging sites, and improving project cost-benefit analysis and effectiveness monitoring.

**Deliverables: Evaluation report on fish passage engineering projects.**

5. **Public Works Fish Passage and Roads Projects Development**: The FishNet program will continue to work with the counties to develop and implement fish passage culvert replacement and roads projects. The FishNet 4C Program will provide assistance with project and funding proposal development, and will track ongoing grant funding opportunities. Future projects for each county are identified using the Ross Taylor reports, with feedback from DFG fisheries biologists and other agency staff. (See required attachment **FishNet Status Report** for a list of projects already implemented by the counties with assistance from FishNet.) FishNet will also provide coordination with various funding agencies to diversify funding of projects and insure matching funds.

**Deliverables: Assistance with implementation of fish passage and road restoration projects in each FishNet county. Review project priorities and assess future project priorities based on state and federal recovery plan priorities**

6. **Road Maintenance Manual Training and Monitoring**: FishNet 4C will provide annual mandatory staff training workshops using standardized curriculum, and monitor implementation of the FishNet road maintenance manual, Guidelines for Protecting Aquatic Habitat and Salmon Fisheries for County Road Maintenance (FishNet et al, 2004). Training will be performed by consultants, county staff and the FishNet Program Director. The monitoring will assess both the level of implementation by county crews, and the effectiveness of the manual BMPs. At this point, we have over three years of implementation that can be assessed. Monitoring data can be used to demonstrate the progress being made by County Road Maintenance to implement actions that protect salmonid fisheries. We will also use the monitoring information in an adaptive management strategy to adjust practices and revise the manual as needed to protect fishery resources. FishNet will also work through the Fish Passage Forum to insure that FEMA standards conform with fisheries restoration standards when emergency work occurs.

**Deliverables: Annual road crew training on Roads Manual BMPs. Identify funding sources for Roads Manual implementation and effectiveness monitoring. Collect Roads Manual monitoring data and revise best management practices as needed.**

7. **Land Use Policies and Ordinances**: FishNet will develop and deliver training for county planning staff on fisheries issues and tool available for planners in making land use decisions, such as the FishNet Roads Manual and the DFG restoration standards. FishNet will also continue to work with the counties on developing new or amending existing policies and ordinances to include protections for critical fishery habitats, as identified in the report *Effects of County Land Use Policies and Management Policies on Anadromous Salmonids and Their Habitats* (Harris et al, 2001). This includes general plan amendments or updates, community plans, or land/water resource programs. Progress to date on policy development is reported in the attached FishNet 4C Status Report.

**Deliverables: Training for county planner to support implementation of watershed protection policies. Development or revision of land use policies/ordinances to protect fisheries. Collaboration between FishNet counties and other agencies on successful policies.**

8. **Permit Streamlining/Programmatic permits**: The Program Director will work with the FishNet Counties to develop programmatic permits for routine road maintenance, based on the BMPs in the Roads Manual. This project will involve development of CEQA documents, coordination with regulatory agencies, and development of a template annual maintenance plan for use by the counties.

In addition, the FishNet Program will continue to facilitate efforts to streamline the permit process for fishery restoration work by working with county planning staff, local RCD staff, and regulatory agencies, using permit coordination models from throughout California.

**Deliverables: Development of programmatic permits for the routine roads maintenance, and streamlined county permitting processes for restoration projects, and improved coordination with RCDs and regulatory agencies.**

9. **Development of Training Workshops and Conference Presentations**: The FishNet 4C Program Director will seek funding opportunities or partnerships to provide training to county staff on topics like fish passage design, streambank stabilization, road maintenance BMPs, and other relevant topics. The Program Director will also coordinate or participate in conferences and workshops to share information on Fishnet county programs and projects.

**Deliverables: Coordinate training workshops for FishNet 4C county staff, and participate in conferences/workshops to share information on county projects and programs.**

10. **Support Legislative Efforts for Fishery Restoration:** FishNet Supervisors and the Program Director will continue their efforts, both in California and in Washington DC, to secure funds for salmon restoration under the Pacific Salmon Initiative and other State or Federal bonds and programs. The Program Director will track relevant legislation and apprise the FishNet Steering Committee of opportunities for providing support. The FishNet Program will also work with county supervisors to promote legislative solutions to fish passage issues when appropriate.

**Deliverables: Provide information to counties on funding issues, relevant legislation, and opportunities for providing support. Prepare letters of support on behalf of FishNet counties or provide contact with legislators as directed.**

11. Upon completion of the project on March 31, 2013, and no later than May 31, 2013, the Contractor shall submit two (2) hard copies of a final written report and two (2) electronic, Microsoft Word compatible, copies on 3.5 inch floppy disk(s) or CD. The report shall not be considered final until approved and accepted by the grant manager. The report shall include, but not necessarily be limited to the following information:

- Grant number;
- Project name;
- Geographic area (e.g., watershed name);
- Location of work – show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map;
- Geospatial reference/location (lat/long is preferred – defined as point, line, or polygon);
- Project start and end dates;
- Total of each fund source, by line item, expended to complete the project, breaking down Grant dollars, by line item, and any other funding, including type of match (cash or in-kind service);
- Expected benefits to anadromous salmonids from the project;
- Labeled before and after photographs of any restoration activities and techniques;
- Specific project access using public and private roads and trails, with landowner name and address;
- Complete as built project description; and
- Report measurable metrics for the project by responding to the restoration project metrics listed below.

**Habitat Protection and Restoration Projects– Reporting Metrics (CF, FL, HA, HB, HI, HR, HS, HU, PM, SC, TW, WC, WD, WP)**

**Habitat Projects (All)**

- Identify the watershed/sub-basin plan or assessment in which the project is identified as a priority;
- Name the priority habitat limiting factors identified in that plan that are addressed by the project;
- Type of monitoring included in the project:
  - Design spec achieved
  - Fish movement/abundance
- Number of stream miles treated/affected by the project within the project boundaries.

**In-Stream Habitat Projects (HI)**

- Description of instream treatments used, including site locations referenced to an established landmark, number of treatment sites, and any modifications to site/treatment design.

**Fish Screen projects (SC)**

- Number of screens installed
- Average and range of flow rate (cfs) of diversions treated
- Quantity of water protected by screens (acre feet)

**Fish Passage Improvement Projects (FL, HB)**

- Number of blockages removed or made passable
- Number of miles made accessible to salmonids

### **Riparian Habitat Projects (HR, HS)**

- Number of miles treated (e.g., fenced) according to plan
- Number of acres treated (e.g., planted) according to plan
- Number of acres and type of invasive species controlled
- Species and size of trees planted
- Number of trees/density of plantings
- Feet of stream bank stabilized and treatments used.

### **Upland Habitat Projects (CF, HU)**

- Type and number of actions (e.g., fencing, road removal)
- For upslope tree planting projects, # of acres treated
- Number of miles of road decommissioned, upgraded or restored (e.g., closed, obliterated, treated)
- Number of cubic yards of sediment saved from entering the stream.

### **Watershed & Sub-Basin Planning & Assessment Projects – Reporting Metrics (PL)**

- Will the project funding support a local/watershed group? (Y/N);
- Plan/assessment in development or completed? (Y/N);
- Will the plan and/or assessment identify/prioritize specific factors limiting the production of populations and ESUs or identify/prioritize conservation opportunities? (Y/N); and
- Will the plan and/or assessment incorporate biological goals that respond to State or Tribal Recovery Plans or Technical Recovery Team recommendations and identify actions needed to meet goals? (Y/N).

### **Public Outreach and Education Projects – Reporting Metrics (OR, PI, ED, TE)**

- Will the project focus on sustainability, restoration (where needed), and the maintenance of watershed and salmon population health? (Y/N);
- Number of workshops/training events held with the project;
- Number of participants in workshops/training events within the project;
- Number of publications completed and distributed within the project;
- Number of schools or classrooms and other institutions reached within the project; and
- Include a description of the results of student/teacher evaluations.

12. The Grantee will acknowledge the participation of the Department of Fish and Game, Fishery Restoration Grant Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the **Fishnet 4C – Fishery Network of Central California Coastal Counties**.

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

The maximum amount payable to Contractor under this agreement may be less than, but shall not exceed \$142,432.78. The cost allocations are as follows:

Personnel Costs/Professional Services	\$101,340.00
Mileage	\$6,833.05
Travel	\$4,113.93
Special Circumstances	\$30,145.80

Payment shall be made by the County to the Contractor within fourteen (14) days of receipt of a detailed monthly invoice. The monthly invoice shall contain Contractor Name, Address, Phone Number, Invoice Date, Invoice Period, and billing details must include the cost categories described herein and the monthly totals for each. Mileage, travel and special circumstances must be accompanied by original receipts to be eligible for reimbursement. All invoices submitted to the County must also be accompanied by the State Fish and Game required reporting documentation for billing purposes.



**EXHIBIT D**

**DEPARTMENT CERTIFICATION FOR CONTRACTORS**

Please see attached.



**Search Results Excluded By  
Firm, Entity, or Vessel : County of San Mateo Parks Department  
as of 07-Nov-2011 1:09 PM EST**

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**Your search returned no results.**



**Search Results Excluded By  
Firm, Entity, or Vessel : County of San Mateo  
as of 07-Nov-2011 1:10 PM EST**

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**Your search returned no results.**

**EXHIBIT E**

**DEPARTMENT CERTIFICATION FOR SUBCONTRACTORS**

Please see attached.



**Search Results Excluded By  
Firm, Entity, or Vessel : Ross Taylor and Associates  
as of 07-Nov-2011 2:30 PM EST**

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**Your search returned no results.**



**Search Results Excluded By  
Individual : Ross Taylor  
as of 07-Nov-2011 2:29 PM EST**

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**Your search returned no results.**