

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MIG/TRA

This Agreement is entered into this 26th day of January, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MIG/TRA, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing on-call professional landscape architecture, biological monitoring, CEQA/NEPA, and permit compliance services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C – Standards for Biological Studies and Assessments
- Exhibit D - County Parks Required Components for restoration Plans
- Exhibit E – General Obligation of Contractor
- Attachment A – Hourly Rates
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Five Hundred Thousand (\$500,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **February 1, 2016, through January 31, 2019**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Parks Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account of:

- (A) injuries to or death of any person, including Contractor, or
- (B) damage to any property of any kind whatsoever and to whomsoever belonging, or
- (C) any other loss or cost arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

The duty of Contractor to indemnify and save harmless set forth in this Section 7 of the Agreement includes the duty to defend as set forth in section 2778 of the California Civil Code, provided, however that, as set forth in section 2782.8(a) of the California Civil Code, Contractor's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of any work of Contractor, or payments made, pursuant to this Agreement.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this

Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section 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 of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of

liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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 any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☐ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☒ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection

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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Eduardo Castillo/ Management Analyst
Address: 400 County Center, 4th Floor, Redwood City, CA 94063
Telephone: (650) 363-1881
Facsimile: (650) 599-1721
Email: ecastillo@smcgov.org

In the case of Contractor, to:

Name/Title: Barbara Beard, Director of Environmental Analysis
Address: 2635 North First Street, Suite 149, San Jose, CA 95134

Telephone: (650) 327-0429
Email: bbeard@migcom.com

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

MIG/TRA

Paula Hartman, Principal



Contractor's Signature

Date: 1/20/16

(April 1, 2015 CCC issued contract template version)

Exhibit A

- 1) In consideration of the payments set forth in Exhibit B, Contractor shall provide on- call professional landscape architecture services that may include but are not limited to the following:

GENERAL APPROACH

- Develop project schedule with key milestone.
- Establish and maintain communication with staff throughout project.
- Identify designed community and stakeholder participation process, if any for each project.
- Determine level of base information required (survey, geotech, architecture evaluation, etc.)
- Assess existing site conditions; ADA compliance, existing vegetation, relationship to adjacent uses, and character of setting upon which to build a unique “theme” for each park.

PROJECT UNDERSTANDING

- Review maintenance and operations preferences and concerns.
- Identify any CPTED challenges.
- Work with staff to value engineering design documents and material selections considering installation costs, long-term maintenance implications, consistency with park character, enhancement of park usability, etc.
- Prepare presentation graphics which clearly communicate design concepts to gain input on improvements at each submittal.
- Proactively coordinate with various departments, commissions, and agencies to process project

And biological monitoring, CEQA/NEPA, and permit compliance services that may include but are not limited to the following:

Anticipated Contractor’s Tasks:

1. Environmental analysis required to comply with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Statutes and Guidelines.
2. Consult with the County regarding the level of environmental review that may be required for a specific project.
3. Under CEQA, documentation may involve Categorical Exemptions (CE), Negative Declarations (ND), Mitigated Negative Declarations (MND) with technical studies, or full Environmental Impact Reports (EIR).
4. Under NEPA, appropriate federal agency consultation will be required. Documentation may involve Categorical Exclusions (CE), Environmental Assessments (EA), or Environmental Impact Statements (EIS).
5. Where both CEQA and NEPA apply to a project, a combination CEQA/NEPA document may be appropriate.
6. Assist County with the CEQA/NEPA process by preparing a broad range of technical studies, including air quality, aesthetics, biological resources (wetland delineation, special status species analysis), cultural resources, noise, and greenhouse gas emissions.
7. Prepare the following types of technical reports that might be required by the County under this contract:

- | | |
|--|---|
| a) <i>Geologic and Seismic Studies</i> | g) <i>Phase II Environmental Site Assessment/Hazardous Waste Characterization</i> |
| b) <i>Water Supply Assessments</i> | h) <i>Asbestos Surveys</i> |
| c) <i>Biological Surveys (Initial Studies and Biological Assessment)</i> | i) <i>Assessment/Cleanup Grant Application Preparation</i> |
| d) <i>Noise and Air Quality Studies</i> | j) <i>Health Risk Assessments</i> |
| e) <i>Global Climate Change and Greenhouse Gas Analyses</i> | k) <i>Environmental Permitting</i> |
| f) <i>Phase I Environmental Site Assessments</i> | |

BIOLOGICAL ASSESSMENT

1. Conduct protocol-level surveys for endangered, threatened, and other special status species in California.
 - a) For botanical surveys, a minimum of two surveys in the project area are required. The surveys should correspond to two of the known flowering months for the species of interest.
 - b) For both flora and fauna California Native Diversity Database (CNDDDB) forms must be filled out and submitted (hard copy or electronic copy) for **all** observations associated with protocol-level surveys. A copy of the CNDDDB for will be provided to County Parks.
 - CNDDDB - Dept. of Fish and Wildlife
1416 9th Street, Suite 1266
Sacramento, CA 95814
 - County Parks
455 County Center, 4th Floor
Redwood City, CA 94063
2. Develop outreach programs and website as part of long-term mitigation requirements.
 - a) Provide suggestions for locations and projects the County Parks Stewardship Corps volunteer program may be able to provide in habitat restoration mitigation projects, if appropriate.
3. Field survey design, vegetation mapping in project area, identifying and mapping sensitive biological resources, and communicating the seasonal and regulatory restrictions associated with them.
 - a) All vegetation communities will be mapped according to the Manual of California Vegetation standards and using their classification system.
 - b) All field surveys will require GIS map packages to be provided with the final document. A base map package can be provided by County Parks with a base map 9-inch aerial image of the county and any additional layers requested by the Contractor. See additional resource outlining the requirements.
4. Provide recommendations for project design, alternative siting, identify likely required environmental CEQA documents needed for projects, and options for minimizing environmental impacts and the associated cost of mitigation.
5. As appropriate, biological resources assessments may include:
 - a) search and review of the California Natural Diversity Data Base (CNDDDB);
 - b) review of aerial photographs, soils survey, and other site-specific data;
 - c) field survey work;
 - d) requests from the County Parks Natural Resource Program for relevant data related to natural resource within the project area;
 - e) report preparation and impacts/effects analyses/determinations; and

- f) consultations with the California Coastal Commission (CCC), California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and/or local individuals or organizations.

REGULATORY AGENCY PERMITTING

- Prepare a range of environmental permit applications and provide proactive consultation with the regulatory agencies.
This may include:
 - a) Project research,
 - b) meetings,
 - c) telephone conversations,
 - d) preparation and submittal of technical studies, and
 - e) application materials to the regulatory agencies, and
 - f) additional follow up to ensure agency's directive or permit requirements are being met.

May also involve negotiation on behalf of the County to determine clean-up standards and other regulatory thresholds or guidelines that are appropriate for a particular situation.

- Examples of the documents anticipated include:
 - a) JARPA application
 - b) 401/404 permit applications
 - c) Storm water pollution prevention plans (SWPPP)
 - d) 1600 permits
 - e) Habitat Restoration permits for small voluntary projects less than 500 linear feet of streambank or shoreline

WETLANDS DELINEATION

- Provide a range of services related to riparian, stream, and wetland resources.
- Conduct any necessary delineations of wetland and non-wetland waters of the U.S. in accordance with *Corps of Engineers Wetlands Delineation Manual* (1987), *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (2008) or *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (2010), *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2008), and *Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2010).
- Identify and map the extent of CCC, CDFG, and RWQCB jurisdictions in accordance with the methodologies specific to these regulatory agencies (e.g., measuring top-of-bank or extent of continuous riparian canopy cover to top-of-bank or extent of continuous riparian canopy cover for CDFG jurisdiction of streams).
 - a) Provide all data and maps in a map package to County Parks

HABITAT RESTORATION

- Work with the County to detail the restoration plan and outline the steps to effective mitigation. This may include:
 - a) Use of effective propagation and planting techniques.
 - b) Use of the most up-to-date weed control methods.
 - c) Design and implement appropriate qualitative and quantitative monitoring programs to judge restoration success.

- d) Incorporate opportunities for public involvement in restoration activities by identifying small restoration sites that can be enhanced with volunteers.

MITIGATION MONITORING

- During construction implement and oversee biological construction monitoring and permit compliance inspections; aid the County in compliance with the permit conditions and avoid escalating costs and project delays associated with shutdowns resulting from permit noncompliance.
- Clearly communicate permit conditions to staff and crew, conducting environmental education programs, proactively identify and coordinate with the resource agencies on conflicting permit conditions, identify and implement the appropriate level of monitoring, and documenting the status of mitigation progress.
- Develop appropriate resources and documents to support Mitigation Monitoring which may include Avoidance and Minimization Measure hand-outs, checklists, and proof of compliance documents and memos.

Included as Exhibit C – Standards for Biological Studies and Assessments

Exhibit D - County Parks Required Components for restoration Plans

- 2) When County identifies a project that would benefit from Contractor's services, County will request the Contractor prepare and submit a proposal for such project. The Contractor will then propose a detailed scope of services, a not-to-exceed fee, and a timetable for completing the proposed project. If and when County approves the scope of services, not-to-exceed fee, and timetable (the "Approved Project"), County may issue a task order authorizing the Contractor to begin work on the Approved Project. Contractor agrees to complete the Approved Project for an amount equal to or less than the Approved Project not-to-exceed fee and within the time limits set forth in the Approved Project timetable.

Exhibit B

- 1) In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor within thirty (30) days upon receipt of a written itemized invoice clearly identifying the contract number, task order, County project number (if applicable), specific work completed, number of hours involved and breakdown of charges. The Approved Project total not-to-exceed amount will be stipulated in each task order. Costs for services deemed necessary by the County for completion of each task order shall be authorized in writing prior to proceeding with the work. Billing rates for services provided under this Agreement shall be based upon the Contractor's most recent fee schedule and by reference made a part of this Agreement as Attachment A. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
- 2) Reimbursable Travel Expenses
To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expenses, the following restrictions apply:
 - Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
 - The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done in San Mateo) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th. The Contractor shall be entitled to mileage at the same rate granted to employees of the County whenever the Contractor is required to travel outside of San Mateo County in the performance of his/her duties under this Agreement.
 - The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis
 - If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.
- 3) The Contractor shall also be reimbursed for expenses associated with reproduction (drawings, project manuals, reports, etc.); telephone or fax outside 650, 415, 408, 510, 707, and 925 area codes; and special delivery service.
- 4) The County's total fiscal obligation under this Agreement shall not exceed \$500,000 unless said amount is authorized to be increased by the County Board of Supervisors by written amendment to this agreement. Specific projects that may be assigned to the Contractor shall have individual not-to-exceed amounts as stated in the specific task orders. The sum of individual task order not-to-exceed fees for multiple projects that may be assigned to the Contractor shall not exceed the total \$500,000 not-to-exceed amount for this Agreement without prior written approval by the County Board of Supervisors.

Exhibit C

Standards for Biological Studies and Assessments

The standards outlined herein are designed to:

1. Ensure the quality, accuracy and completeness of biological assessment reports prepared to determine potential project impacts, per the California Environmental Quality Act (CEQA).
2. Aid in staff's efficient and consistent review of documents and associated maps from different consultants.
3. Provide adequate information to make appropriate planning decisions and to make determinations regarding conformance with applicable regulations.
4. Increase the efficiency of the environmental review process and avoid unnecessary delays. These

standards must be adhered to for the preparation of any Biological Assessments for use by the San Mateo County Parks Department pursuant to CEQA Section 15064 (Determining Significant Impacts). *The Parks Department reserves the right to reject any report submitted that does not meet the standards, content and format requirements outlined herein.*

The Biological Assessment (BA) must thoroughly report on the biological resources present on a project site. The information contained in a BA must be sufficient to make a determination about whether impacts are significant and whether impacts can be mitigated to a level of less than significant through a Mitigated Negative Declaration or whether an EIR is necessary. When there is potential for listed endangered or threatened species to occur or where wetland delineation is required to determine the extent of wetland habitat, additional study may be needed to make CEQA findings. In these cases the BA may be considered incomplete until the additional surveys or analysis is performed.

Database Structure

It is the County Parks desire to use data from biology reports for resource mapping purposes. Therefore, the report format reflects the ideal organization for capturing mapped data and associated attributes. The organization and format of the questions asked in this BA template reflect the high level of detail and specificity required to compile data consistently in a biological database. If the question asks, for example, for a "High, Medium or Low" response, please do your best to choose from those three choices. Each section of the report offers a "Comments" section wherein answers can be qualified or further explained if necessary.

Report Template & Instructions

It is understood and expected that the overall length of BAs and the amount of information included will vary depending on the size and scope of the project, the regional setting, the biological resources present and the degree of impacts proposed. Nonetheless, all reports must use the template on the following pages, beginning with the report cover page.

The template has a simple color-coded system:

Blue text: The instructions for completing the report are found within the template document in blue type. Blue type sometimes also represents example information. All blue text should be deleted from the final report.

Black text: Headings and information that should be included in the final document are in black type.

This text should only be deleted if it does not apply to a given project. The template may not cover everything needed in every report, so it is acceptable to add tables or report sections that may be needed on a case-by-case basis.

Maps

The following section explains the maps that are required as part of the BA report. Most importantly, maps must show the proposed construction footprint overlaid on a biological resource map. County Parks requires maps created with GIS. Contractors may request the Biological Resources Map Packet through the County Parks' website, and the content of these maps is explained below under County Biological Resources Map Packet. Site plans can be overlaid on the project's biological resource maps.

Because County Parks biological resource maps are coarse and not comprehensively ground-truthed, corrections or additions are required following all biological surveys implemented for a project. This can be accomplished using GIS, in which case maps can be placed in the report or attached as pdf files. All final GIS map packages will be provided to the County with the report. All mapped resources must be easily identifiable.

Map Scale

Maps should use a maximum scale of 1" = 250' (1" shall equal no more than 250'). If the survey area size is too large to fit on 11"x17" paper at this scale, or if the quantity of information on the map renders it illegible or overly complex, then multiple 11"x17" sheets should be used.

Maps Required for all BAs

Project Location Map that illustrates where in San Mateo County the project is located, which includes:

Project Location Map Features	Map Key*
Parcel Boundaries for the Project Site Parcels	
Base Map that includes:	

Major Roads	
Cities	
Rivers and Streams	
USGS Topographic Map or Current Aerial Imagery	

Site and Survey Map, which includes:

Site and Survey Map Features	Map Key*
Construction Footprint:	
Proposed building pads/project site(s) (including staging/storage areas)	
Existing lot lines/proposed lot lines	
Fire hazard brush clearance areas (including off-site)	
Proposed roads/road improvements (including required offsite road improvements)	
Existing graded areas	
Proposed grading areas	
Other info (violation areas not captured elsewhere, etc.)	O
Easements (utility, conservation, etc.)	
Biological Survey Area boundaries	SA
Inaccessible areas	
Photo locations	P
Impact areas (impacts not covered elsewhere, such as runoff, lighting, indirect)	IA

Plant Communities Map, which includes:

Plant Communities Map Features	Map Key*
Plant communities	PC
Physical features	PF
Construction footprint	
Biological Survey Area boundaries	SA

Waters and Wetlands Map (only if waters/wetlands exist), which includes:

Waters and Wetlands Map Features	Map Key*
Water/Wetland boundary	W
Recommended water/wetland buffers	WB
Construction footprint	
Biological Survey Area boundaries	SA

Species Map (only if species observed or have potential to exist), which includes:

Species Map Features	Map Key*
Special status species observed	SSO
Special status species potential	SSP
Construction footprint	
Biological Survey Area boundaries	SA

Habitat Connectivity Map (only if connectivity features, crossing structures, or barriers exist), which includes:

Habitat Connectivity Map Features	Map Key*
Connectivity features	C
Crossing structures	CS
Barriers	B
Construction footprint	
Biological Survey Area boundaries	SA

Mitigation Map (if there is a known location for on-site or off-site mitigation), which includes:

Mitigation Features	Map Key*
Mitigation measure locations (If data is adequate from BA, and the measure is mapable. Includes on-site or off-site restoration/conservation areas and/or restrictive covenant areas.)	MM

* Map Key: The map key is a unique alpha-numeric designation for identifying mapped records. For example, the Observed Special Status Species map keys start with “SSO” followed by sequential numbers, e.g., SSO1, SSO2. Map keys help associate information in the report with mapped data. Where no map key is indicated above, map symbols are sufficient.

County Biological Resources Map Packet

County Parks maintains a spatial database on biological resources in our properties. Five different maps are used to convey these data, which should be consulted as part of a project’s biological assessment. **Be advised that some of the County’s mapped data are coarse or incomplete.** These maps should be viewed only as a starting point; they will be continually refined as biological surveys, such as BAs, provide more detailed information.

County Biological Resources Map Packet	
Aerial Base Map	The County’s aerial imagery is at 12” resolution. This map can be ordered with the project plans overlaid on the imagery.
Vegetation on Aerial Base Map	This map is a mosaic vegetation map made by combining, and crosswalking, a number of plant community data sources (primarily coarse). The data is mostly quite coarse and incomplete and is only meant to offer a starting point.
Waterbodies (buffered) on Aerial Base Map	This map combines 9 different sources of data on wetlands and waterbodies in the County, and adds a “must assess impacts within” buffer of 300’ in the non-coastal zone and 500’ in the coastal zone, in compliance with the County’s General Plan. The purpose of the map is to determine whether a project’s construction footprint is within this buffer.

Wetlands	This is National Wetlands Inventory (NWI) data. Most quads within the County, but not all, are covered. The Cowardin system is used to classify wetlands. Some riparian areas are also mapped. The NWI Maps do not show all wetlands or riparian areas since the maps are derived from aerial photointerpretation with limitations due to scale, photo quality, inventory techniques, and other factors. NWI maps are mapped at a 1:24,000 scale; consequently, the maps only show wetlands that are readily photointerpreted at a more coarse scale. Although these data are quite good, their limitations should be understood; they should in no way be considered complete. For more information on the Cowardin classification system, go to: http://www.npwrc.usgs.gov/resource/wetlands/classwet/index.htm .
Regional Wildlife Corridors on Aerial Base Map* *This resource may not be available.	The Regional Wildlife Corridors layer identifies the draft locations of essential connectivity areas and natural landscape habitat blocks and was provided by the California Essential Habitat Connectivity Project. These linkages are used by flora and fauna, primarily large animals , to travel between habitats. This map is not comprehensive or complete. Habitat connectivity is also important for smaller animals at smaller scales; streams and agricultural areas are also often important for movement. These other important connectivity features are not included on this map but should be considered during the field survey.

These biological resource maps (hard copy or pdf) can be acquired from the County by the biologist for use in field surveys. A form for ordering the Biological Resources Map Packet can be found on the County Parks' website at: <http://parks.smcgov.org/natural-resource-management>.

The biologist may use his/her professional judgment as to whether the complete map set is needed. In all cases an aerial base map is required. Hard copy maps are provided in 11"x17" format at a minimum scale of 1" = 250' (1" shall equal no more than 250'). If the project size, or the estimated survey area size, is too large to fit on 11"x17" paper at this scale, then a choice is offered to receive multiple 11"x17" sheets or larger-format paper.

BIOS

In addition to the map packet provided by the County, the biologist should also research data available on BIOS, the California Department of Fish and Game's (CDFG) online biological spatial data server. Multiple County maps, including zoning, wetlands, and habitat connectivity, and links to other biological studies conducted in the County, are available on the San Mateo County viewer of BIOS (Go to <http://bios.dfg.ca.gov/>, and click on Public BIOS Data Viewer; once loaded, click on the blue pushpin and select the San Mateo County datasets to view the County maps).

Consultation with Resource Agencies

County Parks encourages early consultation with federal and state resource agencies when resources under their jurisdiction may be affected by a project. These resources include federal and state listed threatened and endangered species as well as waters and wetlands under jurisdiction of the Army Corps of Engineers, California Department of Fish and Wildlife, or Regional Water Quality Control Board. Because this Biological Assessment

will often serve as the biological assessment for other required permits from these various agencies, impacts to resources under their jurisdiction must be addressed in this report.

Photos

Color photos of the site, taken at the time the field survey was conducted, clearly indicating the existing condition of the land and land uses, must be included with all BAs. Include a reasonable number of photos to adequately characterize the site, especially the proposed development area.

The location of the site, as well as the position from which the photo was taken, must be labeled on the photo and photo locations must be keyed to the Site and Survey Map. Prints must be formatted no more than two images per 8.5" x 11" page.

BA Report Submittal

One hard copy and an electronic version (PDF) of the BA report must be submitted to the County Parks Project Lead and cc the Natural Resource Manager (Ramona Arechiga, trarechiga@smcgov.org, 650/599-1375) to integrate data into the Parks database. Review of the BA report will be conducted by County Parks staff biologist or a Department-contracted biological consultant to ensure consistency with Department standards. If County Parks finds inconsistencies or requests further study, comments will be provided to the applicant and his/her qualified biologist, and a revised BA report will be required.

Note that the Parks Department requires that consultant-prepared reports be duplexed (except maps and photo pages) and submitted on recycled-content paper.

Biological Assessment

Cover Page

Original BA report date:

Revision report date(s): [\(delete if first version\)](#)

Budget number (to be entered by Park Dept.):

Permit type:

Applicant:

Project Lead (to be entered by Parks Dept.):

Total parcel(s) size [\(acres\)](#):

Assessor Parcel Number(s):

Project proposal description:

(The items above will be provided by Parks Project Lead if the document has already been submitted to the Department.)

Prepared for San Mateo County Parks Department by:

As a Qualified Biologist, I hereby certify that this Biological Assessment was prepared according to the County Parks' requirements and that the statements furnished in the report and associated maps are true and correct to the best of my knowledge.

Qualified Biologist (signature):		Date:
Name (printed):	Title:	Company:
Phone:	email:	
Other Biologist (signature): Complete this section for each additional biologist who assisted with the Biological Assessment		Date:
Name (printed):	Title:	Company:
Phone:	email:	
Role: Specify if biologist conducted field work, mapped data, assisted in the report writing, etc.		

Add additional signature blocks as needed.

Biological Study Checklist

Include one of the two statements below. (Delete the row from the table that does not apply.)

This Biological Assessment DID NOT provide adequate information to make CEQA findings regarding potentially significant impacts or to develop mitigation measures necessary to mitigate potentially significant project and cumulative impacts.

DO NOT complete the level of significance checklist table below if the above is true.

Additional biology-related information, studies, or outside agency permits needed to make CEQA findings, develop mitigation measures or to satisfy other regulatory agencies:

Discuss here how this Biological Assessment did not provide adequate information to make CEQA findings regarding potentially significant impacts or to develop measures to mitigate any potentially significant impacts. List the additional data needed in order to make such findings, such as:

- ♦ Botanical surveys
- ♦ Wildlife surveys

Include any important time schedules for the above.

This Biological Assessment DID provide adequate information to make recommended CEQA findings regarding potentially significant impacts.

Complete the level of significance checklist table below ONLY IF the above is true. Check the appropriate box for impacts on Biological Resources overall. In addition, note the level of significance for each of the three categories: Species, Ecological Communities, and Habitat Connectivity.

Note: The Planning Division, as the lead agency for the County, will make the final CEQA findings regarding potentially significant impacts and mitigation measures. However, recommended CEQA findings and mitigation measures from the biological consultant are helpful and will be considered during the Parks' Department review of project impacts.

	Project Impact Degree of Effect				Cumulative Impact Degree of Effect			
	N	LS	PS-M*	PS	N	LS	PS-M*	PS
Biological Resources								
Species								
Ecological Communities								
Habitat Connectivity								

N: No impact

LS: Less than significant impact

PS-M: Potentially significant unless mitigation incorporated.

PS: Potentially significant

* DO NOT check this box unless the Biological Assessment provided information adequate enough to develop mitigation measures that reduce the level of impact to less than significant.

Contents

The required sections of the Biological Study Assessment Report are provided below. The Contents must follow this order and format. The Report Cover/Signature Page and the Initial Study Checklist page precede the Table of Contents.

Summary

Section 1: Construction Footprint Description.....

Section 2: Survey Area Description and Methodology

2.1 Survey Purpose.....

2.2 Survey Area Description.....

2.3 Methodology

Section 3: The Biological Inventory

3.1 Ecological Communities.....

3.2 Species

3.3 Wildlife Movement and Connectivity.....

Section 4: Impact Assessment

4.1 Sufficiency of Biological Data

4.2 Impacts and Mitigation

Section 5: Photos

Appendix 1: Summary of Biological Resource Regulations.....

Appendix 2: Observed Species Tables

Maps

Project Location Map (mandatory)

Site and Survey (mandatory)

Plant Communities.....

Species.....

Waters and Wetlands.....

Habitat Connectivity
Mitigation Map
(The preceding 5 maps are contingent, depending on the project’s biological resources).

Attachments

List each document attached to the report. The following documents must be attached:

- A. List of California Natural Diversity Database (CNDDDB)-tracked species with recorded occurrences within at least a 10-mile radius of the project site.
- B. Attach copies of all CNDDDB California Native Species Field Survey Forms and California Natural Community Field Survey Forms sent to the California Department of Fish and Game to document observations of special status species or communities found on the project site.

Summary

The summary will incorporate the findings of the report; no new information should be provided. The length of the summary depends directly on the nature and complexity of the biological resources within the survey area. For projects with little to no biological resources affected by the project, the summary should be quite brief. The purpose of the summary is to provide a quick reference for the public and decision makers. Therefore, the language should be less technical than that used in the remainder of the document.

Section 1: Construction Footprint Description

Construction Footprint Definition (per the San Mateo County Planning Division): The construction footprint includes the proposed maximum limits of temporary or permanent direct land or vegetation disturbance for a project including such things as the building pad(s), roads/road improvements, grading, septic systems, wells, drainage improvements, fire hazard brush clearance area(s), tennis courts, pools/spas, landscaping, storage/stockpile areas, construction staging areas, fire department turnarounds, utility trenching and other grading areas. The construction footprint on some types of projects, such as mining, oil and gas exploration or agricultural operations, may be quite different than the above.

Development Proposal Description:

Expand the description from the cover sheet here. Describe the whole of the project, not just the immediate action being pursued. For example, a Tentative Map or Tentative Parcel Map proposes to subdivide property; the project in question is not just the increase in the number of lots, but the ultimate outcome of residential or commercial development. Another example is an application for a grading permit. The project is not just the immediate grading, but also the end result for which the land will be graded. Describe all physical alterations that will occur to the existing site as a result of the project. Describe all proposed structures, their approximate size, location and purpose.

If the project is a subdivision or lot legalization, where no specific development of structures is concurrently proposed, then consult with Planning Division staff to identify the construction footprint, indirect impact area, and survey area. Refer to the Initial Study Assessment Guidelines, Part E, Step 1 for information on how to define the impact area.

Remember, this discussion focuses on what is to be built or altered. A description of the environment is captured below in “Survey Area Environmental Setting.”

Construction Footprint Size

State the size of the area proposed for development, including such things as the building pad, fire hazard brush clearance areas, roads, and fire department turnaround areas. An estimate of construction footprint size is acceptable. NOTE: the construction footprint size will be smaller than the survey area size because it does not take into account areas of potential indirect impacts.

Development Area Size (construction footprint size without driveway and brush clearance area)

Include this section only in the coastal zone.

The development area size is especially important to know when projects are located in the coastal zone within ESHA. The Coastal Commission allows a minimum area for development on ESHA lands (generally 10,000 sf), in order to allow property owners the economic use of their land. In their calculation, this minimum area excludes the driveway and the fire brush clearance areas (although these are still considered impacts which must be mitigated).

Square Feet	Feature
	Total

Indicate the various elements within the development area in the table above.

Project Design for Impact Avoidance or Minimization

Discuss here any known design or redesign efforts already taken by the applicant, prior to this biological assessment, to avoid or minimize impacts to biological resources. Include recommendations made for redesign

to avoid impacts that were rejected by the applicant. Your recommendations on avoidance or minimization come later in the report in the “Impacts Assessment” section. The purpose of this question is just to document, in this section that describes “the project,” any known avoidance or minimization measures already taken.

Coastal Zone/Overlay Zones

Include all that apply. Zoning can be found through San Mateo County’s “What’s My Zoning” website: <http://planning.smcgov.org/find-my-zoning-parcel-map-and-other-property-info>.

Coastal Zone (Zoning designation shows a “C” prefix, Ex: “COS” means coastal open space) Scenic Resources Protection Overlay Zone (/SRP)

Mineral Resources Protection Overlay Zone (/MRP)

Scenic Highway Protection Overlay Zone (/SHP)

Community Business District Overlay Zone (/CBD)

Zoning

Provide the zoning. Zoning can be found through San Mateo County’s “Find My Zoning” website: <http://planning.smcgov.org/find-my-zoning-parcel-map-and-other-property-info>.

Elevation

An elevation range can be provided when the site has significantly variable elevations.

Other

Describe other important features of the construction footprint such as the location of utility easements or other requirements for access.

Section 2: Survey Information

2.1 Survey Purpose

Discretionary actions undertaken by public agencies are required to demonstrate compliance with the California Environmental Quality Act (CEQA). The purpose of this Initial Study Biological Assessment (BA) is to gather enough information about the biological resources associated with the proposed project, and their potential to be impacted by the project, to make a CEQA Initial Study significance finding for biological resources. In general, BA’s are intended to:

- Provide an inventory of the biological resources on a project site and the values of those resources.
- Determine if a proposed project has the potential to impact any significant biological resources.

- Recommend project redesign to avoid, minimize or reduce impacts to significant biological resources.
- Recommend additional studies necessary to adequately assess potential impacts and/or to develop adequate mitigation measures.
- Develop mitigation measures, when necessary, in cases where adequate information is available.

The above is a generic “Purpose” explanation. This can be modified or added to in order to address any other details about the specific survey.

2.2 Survey Area Description

Survey Area Definition (using the SMC Planning & Building Division definitions): The physical area a biologist evaluates as part of a biological assessment. This includes all areas that could potentially be subject to direct or indirect impacts from the project, including, but not limited to: the construction footprint; areas that would be subject to noise, light, dust or runoff generated by the project; any required buffer areas (e.g., buffers surrounding wetland habitat). The construction footprint plus a 100 to 300-foot buffer—beyond the required fire hazard brush clearance boundary—(or 20-foot from the cut/fill boundary or road fire hazard brush clearance boundary – whichever is greater) is generally the size of a survey area. Required off-site improvements—such as roads or fire hazard brush clearance—are included in the survey area. Survey areas can extend off the project’s parcel(s) because indirect impacts may cross property lines. The extent of the survey area shall be determined by the biologist in consultation with County Parks.

A preliminary survey area should be outlined prior to the field visit, but once in the field, the boundaries may need to be modified to reflect the resources and conditions onsite.

For large properties with small construction footprints, the survey area may be limited to the construction footprint or identified buildable site plus a buffer, or the entire property may require a biological survey. Refer to the Biological Study Assessment Guidelines, Part E, Step 1 for information on how to define the impact area and survey area. **This determination must be made in consultation with the Parks Department prior to conducting the survey.**

Survey Area 1 (SA1)

Describe the survey area(s) below. **Some projects will have more than one survey area (polygon) if the survey areas are separated by unsurveyed areas.** For mapping purposes, the information below must be completed separately for each survey area. Repeat this entire section for each distinct survey area and number them sequentially using the map key (SA1, SA2, etc.). Plot each survey area on the Site and Survey Map using the map key.

Location

Briefly describe the survey area location in the regional and local context, and relative to major roads, cities or other landmarks. Briefly describe the boundaries of the survey area(s), with reference to on-site features as well as to the project’s parcel(s) (e.g., are the survey area boundaries different from the parcel boundaries? why?). Specify whether the survey area boundary was flagged (not required).

Survey Area Environmental Setting

Briefly describe the physical characteristics such as topography, drainage patterns and wetlands. Describe the existing land uses, including the type and density of development and infrastructure, as well as unauthorized activities or other disturbances (both natural and man-made) within the survey area. Generally describe the area's habitats. Describe any other unusual features. (This is not a conclusion – just a brief overview of the setting.)

Surrounding Area Environmental Setting

Briefly describe the physical characteristics and land uses, habitats and/or disturbances adjacent to the survey area (not the parcel, which could be much larger). Identify any protected land in the vicinity of the survey area. Describe any other important aspects of the landscape or regional context.

Cover

Provide a rough estimate of the cover of the survey area using the categories below. Additional categories can be used if appropriate for a given project.

% native vegetation

% non-native vegetation

% recently burned

% ag/grazing

% bare ground/cleared/graded

% buildings, paved roads and other impervious cover

% other

Insert Project Location Map here

Insert Site and Survey Map here

2.3 Methodology

References

Cite all reference documents and sources of information used in the assessment, including any relevant past biological reports or surveys conducted on or near the project.

The following should usually be included on the list:

- California Department of Fish and Game, BIOS. (*date you accessed it*). BIOS is an internet- based biological data map server. This database was searched to identify other projects that have occurred in the vicinity of the subject property.
- San Mateo County Parks Department, GIS Biology Map Packet (date prepared by NRM-GIS for the project). Consists of mapped resource information for the project site, including: wetlands and waterbodies; wildlife corridors/connectivity areas; vegetation; and high resolution aerial imagery.
- A Manual of California Vegetation. California Native Plant Society. 2009.
- San Mateo County Parks Vegetation Resources. Rana Creek Habitat Restoration. March 2002.
- California Department of Fish and Game, Vegetation Classification and Mapping Program, List of Vegetation Alliances and Associations. September 2010.
http://www.dfg.ca.gov/biogeodata/vegcamp/natural_comm_list.asp
- CNPS Inventory of Rare and Endangered Plants database, v7-08a 2-01-08,
http://cnps.web.aplus.net/cgi-bin/inv/inventory.cgi/Html?item=checkbox_9.htm#q9

Survey Details Table

Field surveys must be performed in the appropriate season when the most critical resources can best be identified and evaluated. Some survey times are mandated per protocols established by state and federal agencies for certain species. Surveys must result in full coverage of the survey area unless access is restricted. County Parks staff may request an additional survey if the time spent in the field does not appear adequate to have recorded all resources or the results of the survey would have been significantly affected by season, time of day or weather conditions.

Describe survey details and methodology information below. **Most projects will involve more than one survey.** Complete a new record (row) for each survey area visit. Include here only those new surveys conducted specifically for this report. If other past surveys are being used as part of the analysis, cite those surveys/reports in the References section above.

Survey Date & Details							
Survey Key (1)	Survey Date (2)	Survey Area Map Key(s) (3)	Survey Type (4)	Time Period (5)	Methods/Constraints (6)	GPS (7)	Surveyors

SD1	6/20/2007	SA1	BA	9:00 am–10:30 am	Walking transects. The entire site was accessible.	Garmin, model X, submeter	Ima Biologist
BABiological Assessment Botanical.....Botanical Survey							

Explanation of Table Fields:

1) Survey key:

A unique alpha-numeric designation for identifying individual survey events. Survey Date & Details records are **not mapped**, they are associated (in the Species Table) with the mapped observations of special status species. Survey Date & Details keys start with “SD” followed by sequential numbers, e.g., “SD1, SD2.”

2) Survey date:

Use the following date format: 4/14/2007

Surveys performed on the same date but at substantially different times should be counted as separate surveys. Format multiple visits on the same day as follows: 4/14/2007 – 2.

3) Survey area map key:

Indicate the survey areas, using the map key(s) (e.g. SA2 or SA1 & SA2), for which the survey details information applies. For example, if there were two survey areas that were visited on different days, each visit would constitute a separate record in the above table.

4) Survey type:

Indicate whether the survey was for an ISBA, Botanical or another type of survey.

5) Time period spent on the site:

Use the format shown in this example: 9:00 am–10:30 a.m.

6) Methods/Constraints:

Briefly describe the methods you used to collect information (e.g. transects), any survey limitations or constraints (such as timing, the season, high winds, etc.), and discuss the areas of the site actually visited and not visited and why (such as too steep, fenced, etc.). Discuss different methods used for different issue areas (vegetation vs. wetland, etc.).

7) GPS:

If GPS was used, indicate the make and model and unit accuracy. If you are not using ArcPad software to directly input your data into a GIS, collect the locations in decimal degree seconds. If you are using ArcPad, adhere to County GIS standards (coordinate system: State Plane, California 3, NAD 1983, Lambert Conformal Conic projection).

Section 3: The Biological Inventory

3.1 Ecological Communities: Plant Communities, Physical Features and Wetland

Background Research

Before conducting the field visit, background research should be conducted to identify expected rare or locally important plant communities, USFWS mapped critical habitat and any mapped wetlands or streams. In most cases, information within a 5- to 10-mile radius from the survey area should be considered.

Plant Communities

Include the appropriate statement below. (Delete the row from the table that does not apply.)

Locally important or rare plant communities were not found within the survey area(s).

Locally important or rare plant communities were found within the survey area(s).

Note that the above statement only addresses whether plant communities, which themselves have protected status, were found. It does not address whether the habitats of special status species were found. This question is addressed in section 3.2 below (covering Species).

Major Plant Communities Summary

Briefly summarize the major plant communities onsite, at the Alliance level, using the Manual of California Vegetations by the California Native Plant Society

(<http://vegetation.cnps.org/>). Include a description of the particular qualities of the plant communities within the survey area. The description should address the ecological context of the plant community, in terms of relative size, diversity, structure, overall condition (disturbed, burned, intact, etc) and quality, as well as the dominant plant species within the community.

Note that oak woodlands are protected pursuant to the California Oak Woodlands Act, Section 21083.4 of the Public Resources Code. A one-size-fits all definition of oak woodland does not exist; whether oak trees are part of a woodland will vary depending upon the type of oak, its characteristic plant community, and the local biological context. It is important to recognize that one of the most significant impacts to oak woodlands is the blocking of the potential for regeneration. Note also that the Oak Woodlands Act outlines specific mitigation requirements, including the provision that only 50% of the mitigation required for significant impacts to oak woodlands may be fulfilled by replanting oak trees.

The following categories should be used when appropriate in addition to the MCV categories.

Cleared Land. Occurs as sparsely vegetated to non-vegetated disturbed land. It is usually graded land that is not vegetated or has begun to re-vegetate. Typical situations are graded lands that are under construction, and isolated house pads. Dirt roads are another example. **NOTE:** Please identify to the best of your ability the plant community that likely existed prior to clearing by noting this in the Comments section of the Plant Communities Table below.

Urban/Disturbed or Built-Up. Where urban or built-up non-vacant land use is present.

Agriculture. Where non-built up agricultural land use is present. Agricultural uses include field crops, orchards, nursery fields, and pastures.

Undifferentiated Exotic Vegetation. Where non-native trees and/or shrubs occupy the landscape. They are usually found adjacent to urban land use, but may also occur within the wildlands.

Undifferentiated Ornamental Shrubland. Mapped where there is a stand of ornamental shrubs of undetermined type. They are found adjacent to urban land use, but may also occur within the wildlands.

Use of “Disturbed” As a Modifier: “Disturbed” should not be used as a separate plant community category. However a disturbed condition can be associated with the dominant plant community. For example, “Purple Sage Shrubland: Disturbed.”

Treatment of Burned, Graded or Cleared Lands

Burned Habitat: Vegetation in areas recovering from fire should be classified and mapped using the resurgent vegetation as indicators of the probable plant communities. When the fire is so recent that no new vegetation has emerged, historical evidence such as aerial photos and the County’s vegetation map should be used to classify and map the plant communities that were burned.

Previously Graded/Cleared Lands: Vegetation in cleared or graded areas should be classified and mapped as Cleared Land, and a note should be made in the Comments column of the Plant Communities table identifying to the best of your ability the plant community that likely existed prior to clearing. Adjacent existing plant communities and historical evidence such as aerial photos and the County’s vegetation map should be used to identify the plant communities that were cleared.

Plant Communities Table

Only one record is needed in the table for each plant community, even if the plant community is represented by multiple polygons, unless the attribute information (such as the condition) for a given polygon is different.

Mapping Inside the Construction Footprint: Inside the Construction Footprint a finer scale of mapping is important, such as to distinguish between intact and disturbed habitats, because mitigation ratios may be dependent upon these distinctions.

Mapping Outside the Construction Footprint: The purpose of mapping plant communities outside the Construction Footprint is primarily to identify sensitive biological resources that could be indirectly impacted by the project. Thus a finer scale of mapping, such as of disturbed habitats, generally is not needed, unless such mapping offers useful information on a particular project.

Plot each record on the Plant Communities Map using the map key, the Alliance category and the condition. Examples are provided.

Plant Communities								
Map Key (1)	MCV Alliance	MCV Association	Misc. (2)	Status (3)	Condition (4)	Acres Total	Acres Impacted	Comments (5)
PC1	Purple Sage Shrubland (<i>Salvia leucophylla</i>)	Salvia leucophylla-Artemisia californica-Eriogonum cinereum/Nassella		ESHA, CDFG Rare (G3S3), LIC	Intact	5.8	3.44	

Plant Communities								
PC2	Purple Sage Shrubland (<i>Salvia leucophylla</i>)	Salvia leucophylla-Eriogonum cinereum/Annual Grass-Herb		ESHA, CDFG Rare (G3S3), LIC	Disturbed	.38	.38	
PC3			Cleared Land			.25	.25	Existing dirt roads.
Totals						6.43	4.07	
LIC..... Locally Important Plant Community ESHA..... Environmentally Sensitive Habitat Areas (Coastal Zone) CDFG Rare: G1 or S1..... Critically Imperiled Globally or Subnationally (state) G2 or S2..... Imperiled Globally or Subnationally (state) G3 or S3..... Vulnerable to extirpation or extinction Globally or Subnationally (state) Cal OWA..... Protected by the California Oak Woodlands Act								

Explanation of Table Fields:

1) Map key:

A unique alpha-numeric designation for identifying mapped records. Plant Communities map keys start with "PC" followed by sequential numbers, e.g., "PC1, PC2."

2) Misc:

Use this column for miscellaneous plant community categories including Cleared Land, Urban/Disturbed or Built-Up, Agriculture, Undifferentiated Exotic Vegetation, Undifferentiated Ornamental Shrubland.

3) Status:

Indicate whether the plant community meets the criteria of a locally important plant community (LIC) such as oak woodlands, has a NatureServe conservation status ranking of critically imperiled (G1 or S1), imperiled (G2 or S2) or vulnerable to extirpation or extinction (G3 or S3), or is otherwise considered sensitive, for instance plant communities associated with riparian or wetland habitat. If oaks are part of the community, discuss their protection status under the Oak Woodlands Act.

4) Condition:

Give the plant community one of the following condition rankings:

Intact, Disturbed, Graded—No Permits Assumed, Grade —Permits Assumed, Cleared-No Permits Assumed, Cleared-Permits Assumed, Burned

5) Comments:

Provide any other comments related to condition or status of the plant community or any irregularities here.

Environmentally Sensitive Habitat Areas (ESHA)

Include this section for projects in the Coastal Zone only. Outside of the Coastal Zone, remove this section.

ESHA is “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments” (Public Resources Code § 30107.5). ESHA includes coastal dunes, beaches, tidepools, wetlands, creek corridors, and certain upland habitats.

Include the appropriate statement below. (Delete the row from the table that does not apply.)

Habitats that meet the definition of ESHA were not found within the survey area(s).

Habitats that meet the definition of ESHA were found within the survey area(s).

Identify and map ESHA for the entire parcel(s) on which the project is proposed. Provide an explanation for why the areas identified as ESHA on the map were found to meet the definition of ESHA above. Also, if certain areas are not identified as ESHA on the map, provide an explanation for why these areas do not meet the definition of ESHA.

Physical Features

Physical Features Table

Describe in the table below any physical features, such as rock outcroppings, riprap, caves or cliff faces that may be important to the site's biological resources.

An example is provided. Plot each record on the Plant Communities Map using the map key and the physical feature name.

Physical Features		
Map Key (1)	Physical Feature (2)	Comments (3)
PF1	Volcanic outcrop	Provides habitat for special status species, including Conejo dudlea (federally threatened).

Explanation of Table Fields:

1) Map key:

A unique alpha-numeric designation for identifying mapped records. Physical Features map keys start with "PF" followed by sequential numbers, e.g., "PF1, PF2."

2) Type of physical feature:

Physical features may include rock outcrops, caves, abandoned structures, talus piles, rubble, log piles, or other physical features that are providing habitat to plant and wildlife species.

3) Comments:

Include comments about the uniqueness or rarity of the feature, the types of wildlife the habitat may support, etc.

Waters and Wetlands

Include the following introduction only if wetlands occur within or near the survey area or would be impacted by the project.

See Appendix One for an overview of the local, state and federal regulations protecting waters, wetlands and riparian habitats. Wetlands are complex systems; delineating their specific boundaries, functions and values generally takes a level of effort beyond the scope of an Initial Study Biological Assessment (ISBA). The goal of the ISBA with regard to waters and wetlands is simply to identify whether they may exist or not and to determine the potential for impacts to them from the proposed project. This much information can be adequate for designing projects to avoid impacts to waters and wetlands. Additional studies are generally warranted to delineate specific wetland boundaries and to develop recommendations for impact minimization or impact mitigation measures.

Include the appropriate statement below. (Delete the row from the table that does not apply.)

Waters or wetlands were not found within the survey area(s).

Waters and/or wetlands were found within the survey area(s).

Waters and Wetlands Summary

Describe the general location of all waters and wetlands located within 300 feet (in non-coastal zone) or 500 feet (in coastal zone) of the construction footprint.

Describe the overall habitat quality in terms of disturbance, species diversity and connectivity to off-site habitat or hydrologic features. Discuss the local and regional importance of the waters and wetlands.

If a wetland has been recently graded or disturbed, describe the wetland's likely characteristics prior to disturbance based on historical evidence or surrounding habitat.

Waters and Wetlands Table

Summarize in the table below all wetland features described above in the Wetland Summary. Complete all fields for each distinct wetland feature observed. The boundaries of riparian habitat may in some cases mirror a previously mapped plant community boundary. In such cases, include both a wetlands map key and the associated plant community map key. In cases where a water or wetland has been graded or otherwise damaged, rank the wetland's significance based on what was likely prior to the disturbance and discuss the damage in the Comments field.

Initial Study Simplified Waters/Wetlands Mapping – For the purposes of the Initial Study, the boundaries of any waters or wetlands should be defined as the outermost limit of the riparian vegetation (canopy drip line or scrub line boundary), hydric soils, or the defined bed and bank of a drainage feature, whichever is greatest. If the project will not avoid impacts to the waters or wetlands thus mapped, or to the County- required 100' setback buffer (see discussion below), then in most cases, a formal wetland delineation should be recommended (through an additional study).

Plot each record on the Wetland Map using the map key and the wetland type. An example is provided.

Waters and Wetlands						
Map Key (1)	Wetland Type (2)	Wetland Name (if any)	Wetland Status (3) (if known)	Wetland Size (4)	Hydrologic Status (5)	Primary Water Source (6)
W1	Stream/drainage	Unnamed	Unknown	60 linear ft onsite, reach is ~150 linear ft	Flowing	Runoff
USACE U.S. Army Corps of Engineers regulated CDFG California Department of Fish & Game regulated County County General Plan protected wetland WPD Co. Watershed Protection District (red-line stream)						

Waters and Wetlands (continued)			
Map Key	County Wetland Significance (7)	Wetland Distance from Project (8)	Comments (9)
W1	Significant	150'	Drainage is a tributary of Little Sycamore Creek. Contains healthy, relatively undisturbed riparian habitat with few invasive species.

Explanation of Table Fields:

1) Map key(s):

A unique alpha-numeric designation for identifying mapped records. Wetland map keys start with "W" followed by sequential numbers, e.g., "W1, W2."

2) Wetland type:

Use the following terms to label the wetland or wetland system type:

Stream/drainage, river, riparian habitat, pond, ditch-paved, ditch-unpaved, retention/detention basin, seep, spring, wet meadow, dune swale, lake, estuary/salt marsh/lagoon, vernal pool/pond/lake, other.

3) Wetland status:

Indicate, if known, whether the wetland could potentially be regulated/protected by: USACE, CDFG, or the County General Plan.

4) Wetland size:

Estimate the approximate area of the entire wetland feature, in acres or linear feet as appropriate, as well as the area of the feature that is contained within the survey area. For streams, drainages and rivers provide the size of the reach.

5) Hydrologic status:

Describe the primary hydrologic status using one of the following terms: dry, saturated, ponded, flowing

6) Primary water source:

If known, describe the primary source of water using one of the following terms:

precipitation, groundwater, natural runoff, adjacent tidal or fresh water body, urban runoff, agricultural runoff, other runoff, direct irrigation, pumped water, artificially impounded water, other artificial sources.

7) Wetland significance:

Significance here relates strictly to County General Plan Policy 1.5.2-3: “Discretionary development that would have a significant impact on significant wetland habitats shall be prohibited....” Thus describe the wetland’s significance relative to ecological functions and values using one of the following terms:

Significant, Not Significant, Unknown

If the wetland has been graded or disturbed, describe the wetland’s likely significance prior to the disturbance based on historical evidence or surrounding habitat characteristics.

NOTE: The determination of significance is related to the County’s General Plan policy; bear in mind that a wetland that is not deemed to be ecologically significant may still be protected under federal or state law – even if highly degraded.

8) Distance from project:

Note the distance, if any, between the construction footprint and the wetland. If the wetland is within the construction footprint, enter “Within Construction Footprint.”

NOTE: if the waters or wetlands are within 300 feet (in non-coastal zone) or 500 feet (in coastal zone), potential impacts to the waters or wetlands must be evaluated (in later sections of the report).

9) Comments

Generally describe the feature’s health, degree of degradation or significance.

Water/Wetland Buffers Table

The minimum setback distance for discretionary development from a significant wetland habitat (per the General Plan) is 100 feet. This minimum buffer distance may be increased or decreased on a case-by- case basis based on the recommendation of the biologist. Describe in the table below your recommendation for the appropriate buffer distance from any waters or wetlands deemed significant in the above table.

Plot each record on the Wetland Map using the map key.

Water/Wetland Buffers		
Map Key (1)	Recommended Buffer (2)	Comments
W1B1	125'	The significance of this wetland habitat together with the large amount of development being proposed and already occurring along its reach, warrant a greater buffer to protect its functions.

Explanation of Table Fields:

1) Map key(s):

A unique alpha-numeric designation for identifying mapped records. Wetland buffer map keys start with the map key for the associated wetland, such as “W1,” with the addition of “B,” as in “W1B1.”

2) Recommended buffer:

This minimum 100’ buffer distance may be increased or decreased on a case-by-case basis based on the recommendation of the biologist. Provide your professional opinion about what the appropriate buffer distance should be for each wetland and why.

Other Areas/Observations

Other Observations Table

Describe in the table below any other features not captured in the above tables, such as stockpiled materials, buried materials, chemical spills, etc.

Plot each record on the Site and Survey Map using the map key and the name of the feature. An example is provided.

Other Observations		
Map Key (1)	Describe Features (Violations, other observations, etc.)	Comments
O1	Large pile of broken concrete.	Concrete is stockpiled 15’ from the stream.

Explanation of Table Fields:

1) Map key:

A unique alpha-numeric designation for identifying mapped records. Other Observations map keys start with “O” followed by sequential numbers, e.g., “O1, O2.”

Insert Plant Communities, ESHA and Wetlands Maps here

3.2 Species

Observed Species

Provide a general summary of the plant and animal species observed during the ISBA survey here, and refer to Appendix 2 for a full list of observed species (See Appendix 2 for specifications on the full list). In the summary, emphasize observations of special-status species, overall diversity of the site, and proportion of observed species that are native versus non-native.

Protected Trees

Provide an inventory of the *protected trees* within the survey area, including the species, girth, and whether or not each is proposed for removal or encroachment within the tree's *protected zone* by the project. Include protected trees on adjacent parcels if the tree's protected zone extends over the property line and into the survey area. The list of *protected trees* and definition for *protected zone* can be found in Section 8107-25 of the County's Non-Coastal Zoning Ordinance. In addition, identify the location of any *protected trees* on the Species Map below.

Important: The status of a tree as "protected" by the Zoning Ordinance should not be used to determine whether impacts are biologically significant. *Protected trees* are not necessarily locally important species or significant biological resources. We ask the biologist to note the presence of protected status trees for informational purposes only. In the ISBA the evaluation of impacts to trees, protected or otherwise, must be based on the biological value of the trees. Mitigation recommended in the ISBA to reduce impacts to trees must reduce the biological impact to less than significant. The offsets described in the County's Tree Protection Guidelines are not to be recommended as mitigation for biological impacts.

If the project would result in removal of or encroachment on one or more *protected trees*, please advise the applicant that an arborist report will likely be required and he/she should consult with the Planning Division regarding the need for an arborist report.

Protected Trees				
Map Key (1)	Species (2)	Common Name	Girth (3) (circumference)	Impact (4)
T1	<i>Quercus agrifolia</i>	Coast live oak	20 inches	Removal/Encroachment/Not Impacted

Explanation of Table Fields:

1) Map key(s):

A unique alpha-numeric designation for identifying mapped records. Protected Tree map keys start with "T" followed by sequential numbers, such as "T1," "T2," etc.

2) *Species:*

The scientific name for the tree.

3) *Girth:*

Girth, or circumference, is generally measured at 4.5 feet above the ground unless there is abnormal swelling at that location, in which case it should be measured above the swell where the normal trunk resumes. If the trunk is at an angle, the distance is measured along the trunk's centerline.

4) *Impact:*

Insert "removal" when a tree is planned for removal, "encroachment" when a project would encroach within the *protected zone* of the tree, and "not impacted" when the project would not involve removal of or encroachment on the tree.

Special Status Species and Nests

See Appendix One for definitions of the types of special status species that have federal, state or local protection and for more information on the regulations that protect birds' nests.

Background Research

Before conducting the field visit, perform background research to develop a list of special status species potentially within the survey area. A 10-mile radius from the survey area boundary normally provides a useful frame of reference for developing such a list. The most current edition of the California Natural Diversity Database (CNDDDB), the USFWS Critical Habitat maps, the Calflora database, and San Mateo County Planning Division's GIS layer (available in BIOS) of past biological reports are all useful references.

Special status species include species listed as Endangered, Threatened, or Rare under the federal or state Endangered Species Acts, Candidate Species, California Fully Protected Species, and, pursuant to CEQA Guidelines Section 15380(d), all other species tracked by the California Natural Diversity Database (CNDDDB), which are considered by the California Department of Fish and Game (CDFG). Plant species with a California Rare Plant Rank (Rank) of 1 (plants presumed extinct in California, or rare, threatened, or endangered in California and elsewhere), 2 (plants that are rare, threatened, or endangered in California but more common elsewhere) or 4 (plants of limited distribution in California) are included in this definition, but plant species with a Rank of 3 (plants for which insufficient information is available to determine their status) are not included in this definition. Plant species with a Rank of 3, if found, should be included in the Special Status Species table for information purposes. Species tracked by the CNDDDB are listed in CDFG's lists of Special Plants and Special Animals.

Note that special status species and active nests are addressed in this section. Rare and locally important plant communities are addressed in the Habitats section.

Include the appropriate statement below. (Delete the row from the table that does not apply.) In some cases, focused protocol surveys must be conducted to determine presence/absence of a species, in which case these surveys should be conducted before choosing the statement below.

Special status species were not found and are not expected to occur within the survey area(s). Special status species were observed or have a moderate to high potential to occur within the

survey area(s).

Include the appropriate statement below. (Delete the row from the table that does not apply.)

Habitat suitable for nests of birds protected under the Migratory Bird Treaty Act does not exist within the survey area(s).

Habitat suitable for nests of birds protected under the Migratory Bird Treaty Act does exist within the survey area(s).

Special Status Species Summary

Provide a brief summary of special status species findings.

Observed and Potential Special Status Species Table

Observed Species

Describe in the table below all special status species observed within the survey area or in areas directly or indirectly affected by the project. Complete all fields for each species observed. Clear physical evidence (recent tracks, scat, burrows, nests) can be considered an observation. Examples are provided.

Map/Record the Observation: Only one record is needed in the table for each observation, even if the species is represented by multiple polygons (such as clusters of a given plant species spread over a large area), unless the specific observation location is important or if the attribute information (such as the habitat quality/suitability) for a given polygon is different. Plot each record, using points or polygons as appropriate, on the Species Map using the map key (SSO).

NOTE: if any state or federal special status species are observed, a copy of the biologist's submitted CNDDDB report form must be included with the final biology report.

Map/Record the Habitat: For observed special status animals, include an additional record (in the table below and on the map) indicating the area that represents the species' habitat, if present onsite. The habitat boundaries could correlate with the boundaries of a plant community that has already been mapped, the habitat could be a subset of a mapped plant community, or it could straddle multiple mapped plant communities. In all cases, use the map key format indicated below (SSO1-H1, etc.).

Potential Species

Describe in the table below the following:

- All special status species that, though not directly observed, are recorded in the CNDDDB within at least five miles of the construction footprint.

- Any other special status species that, though not directly observed, have a **moderate to high** potential to be present on or adjacent to the survey area.
- Any other unobserved special status species that have a **low** potential to be present but for which, in the biologist's opinion, the discussion of why the potential is low is warranted.

Definitions of Low, Moderate and High Potential to Occur

When reviewing proposed projects for impacts to special-status species, habitat suitability, species' preferred habitats, known range of the species, and quality of habitat on the project site are reviewed as well as past recorded occurrences of the species on or near the project site. If the species was not observed on the project site, the potential for the species to occur on the site must be described. The potential can be low, moderate, or high. These degrees of potential for species occurrence are generally defined below.

High potential for occurrence: (1) The habitat on the project site is the species' preferred habitat and is in good condition (has not been degraded by human disturbance); and/or (2) there is record of the species occurring on or adjacent to the project site.

Moderate potential for occurrence: (1) The habitat on the project site is the species' preferred habitat, but it has been disturbed or disturbance encompasses the project site, reducing the quality of the habitat to below a high likelihood that the species would inhabit it; or (2) the habitat on the project site is not the species' preferred habitat, but it contains a similar structure to the preferred habitat and the species has been observed in this habitat type; or (3) the habitat on the project site is not the species' preferred habitat, but there is record of the species occurring in the immediate vicinity of the project site, and there is potential for the species to forage within the habitat on-site.

Low potential for occurrence: The habitat on the project site is not the species' preferred habitat, the habitat is highly disturbed, and/or there are no records of the species occurring on or near the project site.

NOTE: Some special status species have been known to utilize highly degraded habitats in the absence of "suitable" habitat. The biologist should keep this fact in mind when making judgments about whether "suitable" habitat exists onsite. Degraded or unconventional habitat can in fact be suitable.

Complete all fields for each potential species. The most current taxonomy should be used for the scientific names. All taxa should be identified to the fullest extent possible for those with subspecies/varieties. Plot the potential habitat area of each species, using polygons, on the Species Map using the map key (SSP).

Observed and Potentially Occurring Special Status Species						
Map Key (1)	Survey/S ource (2)	Scientific Name (3)	Common Name	Species' Status (4)	Potential to Occur (5)	Habitat Requirements (6)
SSO1	SD1	<i>Dichondra occidentalis</i>	Western dichondra	LIS	Observed	Occurs in a variety of habitat types, including chaparral, valley grassland, foothill grassland, northern coastal scrub and coastal sage scrub. Generally blooms form March to July and undergoes summer dormancy, reappearing in spring, after winter rains. Prefers cool, shady areas in wind swept coastal areas.

Observed and Potentially Occurring Special Status Species						
SSP1	CNDDB	<i>Phrynosoma coronatum</i>	Coast Horned Lizard	SSC	High	The subspecies found in southern California, blainvillii, is distributed throughout the foothills and coastal plains from Los Angeles area to northern Baja California. A ground dweller, it frequents areas with abundant, open vegetation such as chaparral or coastal sage scrub.
SSP2	DMEC, 2006	<i>Neotoma lepida intermedia</i>	San Diego Desert Woodrat	SSC	Moderate	Lives in high desert areas, chaparral, sagebrush flats, and Pinyon-Juniper Woodland.

Special Status Species (continued)				
Map Key	Adequate Habitat Onsite	Adequate Habitat Size (7)	Acreage Impacted	Comments (8)
SSO1	Yes	Yes	3.4	
SSP1	Yes	Yes	4.95	
SSP2	Yes	Yes	4.95	The biological review of another project included in the analysis of cumulative impacts, located approximately two miles from the project site, near Deer Creek Road and Pacific View Road, revealed the presence of four San Diego desert woodrat nests (DMEC, 2006). San Diego Desert Woodrat is vulnerable to predation by coyotes, raccoons, owls, gopher and rattlesnakes, and hawks.

FE	Federal Endangered
FT	Federal Threatened
FC	Federal Candidate Species
FSC	Federal Species of Concern
SFP	California Fully Protected Species
SE	California Endangered
ST	California Threatened
SR	California Rare
SSC	California Species of Special Concern
CDFG/NatureServe Rank	
	G1 or S1 - Critically Imperiled Globally or Subnationally (state)
	G2 or S2 - Imperiled Globally or Subnationally (state)
	G3 or S3 - Vulnerable to extirpation or extinction Globally or Subnationally (state)
California Rare Plant Rank (RPR)	
	RPR 1A - California Native Plant Society/CDFG listed as presumed to be extinct
	RPR 1B - California Native Plant Society/CDFG listed as rare or endangered in California and elsewhere
	RPR 2 - California Native Plant Society/CDFG listed as rare or endangered in California but more common elsewhere
	RPR 3 - California Native Plant Society/CDFG listed as in need of more information.
	RPR 4 - California Native Plant Society/CDFG listed as of limited distribution or infrequent throughout a broader area in California.
LIS	Locally Important Species

Explanation of Table Fields:

1) Map key:

A unique alpha-numeric designation for identifying mapped records. Observed Special Status Species map keys start with “SSO” followed by sequential numbers, e.g., “SSO1, SSO2.” To indicate the habitat of a particular observed special status animal, use map keys that add “H1, H2” to the SSO map key, as in “SSO1-H1, SSO1-H2.”

Potential Special Status Species map keys start with “SSP” followed by sequential numbers, e.g., “SSP1, SSP2.” Because an observation did not occur, these records always indicate habitat polygons not points, so a separate map key for habitat is not necessary.

2) Survey/Source:

For observed species, list the map key for the survey (from the Survey Details table) during which the observation was made, e.g., SD1. For potential species, refer to the source of the information, e.g., CNDDB or another biology report conducted in the area.

3) Scientific name:

Provide the complete scientific name to the lowest taxonomic level (subspecies, variety) as appropriate.

4) Species' status:

Use the status acronyms below or add others, if applicable, such as for birds on the WatchList of Birds of Conservation Concern. Be sure the status is the most current. The status can be found in CDFG's most recent lists of Special Plants and Special Animals.

FEFederal Endangered
 FT.....Federal Threatened
 FC.....Federal Candidate species FSC
Federal Species of Concern
 SFPCalifornia Fully Protected Species
 SE.....California Endangered
 STCalifornia Threatened
 SRCalifornia Rare
 SSCCalifornia Species of Special Concern
 CDFG/NatureServe Rank

G1 or S1 - Critically Imperiled Globally or Subnationally (state) G2 or S2
 - Imperiled Globally or Subnationally (state)

G3 or S3 - Vulnerable to extirpation or extinction Globally or Subnationally (state)

California Rare Plant Ranks (RPR)

RPR 1A - Plants presumed to be extinct because they have not been seen or collected in the wild in California for many years. This list includes plants that are both presumed extinct in California, as well as those plants which are presumed extirpated in California. A plant is extinct in California if it no longer occurs in or outside of California. A plant that is extirpated from California has been eliminated from California, but may still occur elsewhere in its range.

RPR 1B - Plants that are rare throughout their range with the majority of them endemic to California. Most of the plants of List 1B have declined significantly over the last century.

RPR 2 - Plants that are rare throughout their range in California, but are more common beyond the boundaries of California. List 2 recognizes the importance of protecting the geographic range of widespread species.

RPR 3 - A review list for plants for which there is inadequate information to assign them to one of the other lists or to reject them. Plants with an RPR 3 are not considered special status species under the County's threshold criteria unless there is sufficient information to demonstrate that an RPR 3 plant meets the criteria to be listed as an RPR 1, 2, or 4.

RPR 4 - A watch list for plants that are of limited distribution in California. VC LIS

.....Locally Important Species

5) *Potential to Occur:*

Indicate potential to occur with one of the following:

Observed, High, Moderate, Low, None

6) *Habitat requirements:*

Describe the species' typical habitat requirements.

7) *Habitat size:*

Is the habitat area, either onsite or as part of an adjacent habitat area, large enough to support a population of the species? Explain.

8) Comments:

For potential species, include a discussion about why the species has the potential to be found as well as why it was not detected (the latter applies primarily to plant species).

Nesting Bird Summary

Describe the potential for nests of birds protected by the federal Migratory Bird Treaty Act to be present in the survey area.

Insert Species Map here

3.3 Wildlife Movement and Connectivity

(Initial Study Checklist D)

Background Research

Before conducting the field visit, background research should be conducted to identify expected wildlife habitat or connectivity features. In analyzing potential habitat and connectivity features, the geographic area that must be considered is larger than for any other issue area—from the regional landscape context down to the project-scale.

The following should be reviewed prior to the field visit:

- 1) San Mateo County's Corridors map (from the Bio Map Packet)
- 2) Waterbodies of San Mateo County map (from the Bio Map Packet)
- 3) Recent high-resolution aerial photos
- 4) Topographic maps
- 5) Any previous biological reports that document wildlife movement in the vicinity (available in BIOS) Include the appropriate statement below. (Delete the row from the table that does not apply.)

Wildlife movement or connectivity features, or evidence thereof, were not found within the survey area(s).

Wildlife movement or connectivity features, or evidence thereof, were found within the survey area(s).

Connectivity Features

Does any part of a documented Corridor or Linkage lie within the survey area or in the immediate vicinity? If yes, describe.

Connectivity Features Table

Describe in the table below all observed and documented connectivity features (e.g., corridors, linkages, stepping stones) within or adjacent to the survey area. Complete all fields for each connectivity feature.

An example is provided. Plot each record on the Habitat Connectivity Map using the map key and the connectivity feature type.

Connectivity Features							
Map Key (1)	Type of Connectivity Feature (2)	Description (3)	Species Observed (4)	Evidence (5)	Functional Group/Species Expected (6)	Habitats Connected (7)	Comments
C1	corridor	watercourse	coyote, bobcat	tracks	Mammals, birds, aquatic/riparian reptiles/amphibians	Santa Susana Mountains – Tierra Rejada Valley	

Explanation of Table Fields:

1) Map Key:

A unique alpha-numeric designation for identifying mapped records. Connectivity feature map keys start with “C” followed by sequential numbers, e.g., “C1, C2.”

2) Type of Connectivity Feature:

Describe using one of the following terms: linkage, corridor, route, chokepoint, stepping stone corridor.

3) Description:

Describe the basic nature of the feature (e.g. watercourse with riparian habitat or oak woodland).

4) Species Observed:

List the species that were observed, either directly or through evidence, using the connectivity feature.

5) Evidence:

Describe the type of observation: e.g., live, nest, tracks, scat, hair, etc. If evidence comes from a report on previous observations of wildlife using the feature, cite that report here.

6) Functional Group/Species Expected:

Indicate which other species are expected to use the connectivity feature. If the species are not known, indicate which functional group(s). Functional groups include: large mammals, medium mammals, small mammals, birds and bats, aquatic/riparian reptiles and amphibians, upland reptiles, and mesopredators. (Mesopredators as used here refers to predators that have a direct connection to human development such as dogs, cats and rats).

7) Habitats Connected:

Describe the habitats that the connectivity feature is connecting.

Crossing Structures Table

Describe in the table below all existing and proposed roadway crossing structures within or adjacent to the survey area. Complete all fields for each crossing structure.

An example is provided. Plot each record on the Habitat Connectivity Map using the map key and the crossing structure type.

Roadway Crossing Structures						
Map Key (1)	Type of Crossing Structure (2)	Passable? (3)	Functional Group/Species Expected (4)	Species Observed (5)	Evidence	Comments

CS1	existing box culvert	The culvert is open and aiding movement	small, medium & large mammals, upland reptiles	coyote	prints	Allows passage underneath Hwy 23.
-----	----------------------	---	--	--------	--------	-----------------------------------

Explanation of Table Fields:

1) Map Key:

A unique alpha-numeric designation for identifying mapped records. Crossing Structure map keys start with "CS" followed by sequential numbers, e.g., "CS1, CS2."

2) Type of crossing structure:

Describe using one of the following terms: existing box culvert, existing pipe culvert, existing road underpass, proposed box culvert, proposed pipe culvert, proposed road underpass, other.

3) Passable?:

Crossing structures can sometimes act as barriers. Indicate whether the existing crossing structure is actually passable or is hindering movement. If the structure is impassable, explain why and include the structure in the Barriers table below.

4) Functional Group/Species Expected:

Indicate which species are expected to use the crossing structure. If the species are not known, indicate which functional group(s) are expected. Functional groups include: large mammals, medium mammals, small mammals, birds and bats, aquatic/riparian reptiles and amphibians, upland reptiles and mesopredators.

5) Species Observed:

For existing crossing structures, indicate any species observed using the structure. Evidence of use (such as from tracks) can be considered an observation. If evidence comes from a report on previous observations of wildlife using the feature, cite that report here.

Connectivity Barriers Table

Describe in the table below all barriers to connectivity within the survey area. A barrier to connectivity may include a road, housing development, fencing, or any other type of man-made barrier that restricts fish or wildlife movement. Complete all fields for each barrier observed.

An example is provided. Plot each record on the Habitat Connectivity Map using the map key and the barrier type.

Barriers			
Map Key (1)	Barrier Type (2)	Species/Functional Groups Affected (3)	Comments (4)
B1	Existing crossing structure.	Large, medium and small mammals.	The structure is filled in with sediment and now acts like a barrier.

B2	Existing road	Large, medium and small mammals.	A two-lane road that receives a fair amount of traffic that is likely to result in roadkill.
----	---------------	----------------------------------	--

Explanation of Table Fields:

1) Map key:

A unique alpha-numeric designation for identifying mapped records. Barrier map keys start with “B” followed by sequential numbers, e.g., “B1, B2.”)

2) Barriers type:

Describe the type of barrier to wildlife movement (roads, fences, crossing structures, etc.). Indicate whether barrier is existing or proposed.

3) Species/Functional Groups Affected:

List the species or functional groups that are/would be affected by the barrier.

4) Comments:

Describe how the barrier is or will restrict movement for the species/functional group identified. State whether the impediment is temporary or permanent.

Insert Connectivity Map here

Section 4: Recommended Impact Assessment & Mitigation

4.1 Sufficiency of Biological Data

Additional information needed to make CEQA findings and develop mitigation measures:

If after the Initial Study Biological Assessment there is insufficient information to recommend CEQA findings, list the additional data needed in order to make such findings, such as:

- ♦ Botanical surveys
- ♦ Wildlife surveys

Include any important time schedules for the above.

Additional biology-related surveys or permits needed prior to issuance of land use permit:

Some projects require additional surveys or permits to satisfy other agencies' requirements. Discuss the need for any additional permits or agreements, such as wetlands delineations or permits (401, 404, 1600, etc.), or endangered species permits, etc.

4.2 Impacts and Mitigation

Impacts

Discuss the potential impacts of the proposed project for the issues listed below. Indicate whether No Impact, Less than Significant, Potentially Significant But Mitigable, or Potentially Significant. **For each "LS," "PS-M" and "PS" response provide an explanation of the evidence that supports the recommended finding.**

Potential impacts must be adequately spatially referenced. If the project has more than one survey area, indicate in the discussion which survey area the impacts are associated with.

Use the following as guidance in the analysis of impacts:

Refer to the Threshold of Significance Criteria listed in Section 4 of the County's Initial Study Assessment Guidelines to evaluate the significance of potential biological impacts from the project.

Whenever possible, quantify potential effects, e.g. "project will result in the elimination of 3.5 acres of coastal scrub habitat."

Discuss the importance of project effects within the context of the known distribution and conservation status of the resource.

Discuss the project's impacts with respect to the biological resource goals and policies of the County, and state and federal regulatory agencies.

Consider in the discussion all phases and aspects of development including grading, construction, occupation, and/or operation. Include the effects of fire hazard brush clearance requirements, roads, and water and sewer lines.

Discuss impacts that limit species' resting, breeding, or foraging areas or geographic distribution. Consider existing threats to species; habitat fragmentation; sensitivity to dust, noise, light, heat, desiccation; increased predation (including by pets and feral animals); and the introduction of foreign substances (e.g., water pollution, invasive plants or animals), etc.

Discuss the potential of the project to exacerbate any invasive plant or animal population existing on or adjacent to the site.

Discuss the short-term and long-term impacts of the project on significant biological resources.

Mitigation Measures

IMPORTANT: The development of mitigation measures generally requires very detailed information. An additional, more detailed biological assessment therefore may be necessary to capture the level of detail, in terms of impact and mapped data, necessary to develop appropriate and effective mitigation measures.

This section should only be completed as part of an ISBA if the mitigation measure is relatively common or straightforward, such as timing construction activities to avoid the nesting season, or if enough data, including mapped data, was gathered during the ISBA site visit to develop effective mitigation measures. Sufficient, detailed information must be compiled for the record to justify recommended mitigation measures. **DO NOT** provide mitigation measures if inadequate information was provided by the ISBA. In this situation, further analysis and an EIR should be recommended.

Significance findings, and associated mitigations, must be based on the existing project description. However, it can be stated that impacts could be avoided with a project redesign, which can be recommended as a mitigation measure.

Use the following as guidance in the development of mitigation measures.

Consider the suitability of each mitigation approach listed in CEQA Guidelines Section 15370 (avoiding, minimizing, rectifying, reducing or eliminating, compensating), to reduce impacts to a level of insignificance.

Identify the mitigation measures that would protect the resources to the maximum extent feasible. Consider a range of possibilities, including: avoidance, fencing, restrictive covenants (deed restrictions), conservation easements, clustering and off-site mitigation.

Identify the potential for the restoration of damaged habitats where appropriate and feasible. (Note on

Restrictive Covenants: When avoidance of a significant biological resource is the method selected to mitigate a potentially significant impact, the mechanism to implement this mitigation is the recordation of a restrictive covenant. In order to record a restrictive covenant, the Planning Division requires a map of the area to be avoided (restricted). The area recommended for avoidance must be mapped and provided with this report. If the area is mapped using GIS, please provide a copy of the shapefile to the Planning Division, because the Division maintains a GIS layer of all restrictive covenants recorded throughout the County.)

For each significant impact, explicitly state whether the proposed mitigation measures would reduce the significance level to “less than significant, and provide an explanation to support the recommended finding. If a mitigation measure does not fully reduce the level of impact to less than significant, an EIR must be prepared to continue with the project approval process.

Include, for easy reference, the appropriate Initial Study checklist code (N, LS, PS-M or M) in the title bar for each of the three subject areas below (for both project-level and cumulative effects).

A. Species

Project: XX; Cumulative: XX

If the Biological Assessment provided adequate information, complete this section. Discuss/describe/quantify potential direct and indirect project- and cumulative-level impacts following the instructions provided above. If potentially significant impacts are mitigable, describe how the recommended mitigation measures would reduce the impacts to less than significant and list the mitigation measures below.

For observed species, include the number of individuals of the special-status species observed (estimates are acceptable for large populations) and the approximate number of individuals that would be potentially impacted.

Significance Finding – Project Impacts: Rank each impact as: No Impact, Less than Significant, Potentially Significant but Mitigable, or Potentially Significant.

Significance Finding – Cumulative Impacts: Rank each impact as: No Impact, Less than Significant, Potentially Significant but Mitigable, or Potentially Significant.

Avoidance and Minimization Measures

Avoidance and minimization of potential impacts during project design is recommended ahead of mitigation. Discuss here any measures that have been implemented during project design to avoid or minimize impacts to the resource.

MM1: Title of Mitigation Measure

The mitigation measure discussion should include the following sections:

Purpose:

Describe the purpose of the mitigation action and the resource impact being mitigated.

Requirement:

Describe the mitigation action. Include acreages or other measures/numbers when appropriate. Include measurable success criteria.

Documentation:

Describe the documentation that should be provided by the project proponent to demonstrate implementation of the mitigation measure and achievement of the success criteria.

Timing:

Include recommendations for timing of implementation of the mitigation measure and monitoring time intervals.

Monitoring and Reporting:

Provide recommendations on the method to monitor and report on the implementation and success of the mitigation measure.

Mapped Information:

The implementation and monitoring of some mitigation measures necessitates that they be spatially referenced. Such mitigation measures should be mapped on the Mitigation Map using the map key. For example, resources to be protected during construction, areas to be restored, and areas to be placed in a conservation easement should be mapped. Mitigation measure map keys start with “MM” followed by sequential numbers, e.g., “MM1, MM2.” Use the same map key number to refer to the mitigation measure in the text.

B. Ecological Communities

Project: XX; Cumulative: XX

Sensitive Plant Communities

Instructions same as above.

Waters and Wetlands

Instructions same as above.

Mitigation for Wetland Habitats: For waters and/or wetlands under the jurisdiction of federal and state agencies (US Army Corps of Engineers, California Regional Water Quality Control Board, and California Department of Fish and Game), mitigation is normally required through the permitting process of these agencies. Therefore, it is important to consult with these agencies during the Initial Study Biological Assessment to determine whether the water/wetland is within the jurisdiction of one or more of these agencies and to determine the amount and type of mitigation that will be sufficient to meet the requirements of these permitting agencies. One consistent mitigation plan that meets the requirements of all permitting agencies AND THE COUNTY will be easier and more cost effective for the applicant to implement.

CDFG must evaluate impacts under CEQA before issuing a Streambed Alteration Agreement. CDFG does this by acting as a responsible agency during the County’s preparation of the environmental document and assisting the County with preparing an adequate environmental document. Therefore, the mitigation ultimately recommended in the County’s environmental document must be acceptable to CDFG. This information **MUST BE CONSIDERED** when developing mitigation measures for significant impacts to waters/wetlands.

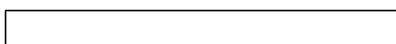
Environmentally Sensitive Habitat Areas

Instructions same as above.

C. Habitat Connectivity (migration corridors)

Project: XX; Cumulative: XX

Instructions same as above.



Insert Mitigation Map here

Section 5: Photos

Photo
tos
Tab
le:

Describe and insert, in the table format below, the color photos taken of the survey area and submitted with this report. Plot each record on the Site and Survey Map using the map key. Include a reasonable number of photos to adequately characterize the site, especially the proposed development site.

Photos	
Location	(insert photo here)
Map Key	
P1	
View Direction	
South	
Description	
Cleared area of building pad overlooking the Pacific Ocean.	
Location	(insert photo here)
Map Key	
P2	
View Direction	
Southwest	
Description	
View of existing driveway leading up to main building pad.	

Photos	
Location	(insert photo here)
Map Key	
P3	
View Direction	

South	(insert photo here)
Description	
View of existing road heading south from proposed tennis court pad. Coastal sage-chaparral scrub vegetation on either side of dirt road.	
Location	
Map Key	
P4	
View Direction	
South	
Description	
View of coastal sage-chaparral scrub vegetation. California sage brush, with sage, purple needlegrass and laurel sumac can be seen in photograph.	

Explanation of Table Fields:

1) Map Key:

A unique alpha-numeric designation for identifying mapped records. Photo map keys start with "P" followed by sequential numbers, e.g., "P1, P2."

Summary of Biological Resource Regulations

The San Mateo County Planning Division, as “lead agency” under CEQA for issuing discretionary land use permits, uses the relationship of a potential environmental effect from a proposed project to an established regulatory standard to determine the significance of the potential environmental effect. This Appendix summarizes important biological resource regulations which are used by the Division’s biologists (consultants and staff) in making CEQA findings of significance:

Sensitive Status Species
Regulations Nesting Bird
Regulations

Plant Community Regulations

Tree Regulations

Waters and Wetlands
Regulations Coastal
Habitat Regulations
Wildlife Migration
Regulations

Locally Important Species/Communities Regulations

Sensitive Status Species Regulations

Federally Protected Species

San Mateo County is home to several federally listed endangered and threatened plant and wildlife species. The U.S. Fish and Wildlife Service (USFWS) regulates the protection of federally listed endangered and threatened plant and wildlife species.

FE (Federally Endangered): A species that is in danger of extinction throughout all or a significant portion of its range.

FT (Federally Threatened): A species that is likely to become endangered in the foreseeable future.

FC (Federal Candidate): A species for which USFWS has sufficient information on its biological status and threats to propose it as endangered or threatened under the Endangered Species Act (ESA), but for which development of a proposed listing regulation is precluded by other higher priority listing activities.

FSC (Federal Species of Concern): A species under consideration for listing, for which there is insufficient information to support listing at this time. These species may or may not be listed in the future, and many of these species were formerly recognized as "Category-2 Candidate" species.

The USFWS requires permits for the "take" of any federally listed endangered or threatened species. "Take" is defined by the USFWS as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct; may include significant habitat modification or degradation if it kills or injures wildlife by significantly impairing essential behavioral patterns including breeding, feeding, or sheltering."

The Endangered Species Act (ESA) does not provide statutory protection for candidate species or species of concern, but USFWS encourages conservation efforts to protect these species. USFWS can set up voluntary Candidate Conservation Agreements and Assurances, which provide non-Federal landowners (public and private) with the assurance that if they implement various conservation activities to protect a given candidate species, they will not be subject to additional restrictions if the species becomes listed under the ESA.

State Protected Species

The California Department of Fish and Game (CDFG) regulates the protection of endangered, threatened, and fully protected species listed under the California Endangered Species Act. Some species may be jointly listed under the State and Federal Endangered Species Acts.

SE (California Endangered): A native species or subspecies which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, or disease.

ST (California Threatened): A native species or subspecies that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by this chapter. Any animal determined by the commission as "rare" on or before January 1, 1985, is a "threatened species."

SFP (California Fully Protected Species): This designation originated from the State's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced possible extinction. Lists were created for fish, mammals, amphibians, reptiles, and birds. Most fully protected species have also been listed as threatened or endangered species under the more recent endangered species laws and regulations.

SR (California Rare): A species, subspecies, or variety of plant is rare under the Native Plant Protection Act when, although not presently threatened with extinction, it is in such small numbers throughout its range that it may become endangered if its present environment worsens. Animals are no longer listed as rare; all animals listed as rare before 1985 have been listed as threatened.

SSC (California Species of Special Concern): Animals that are not listed under the California Endangered Species Act, but which nonetheless 1) are declining at a rate that could result in listing, or 2) historically occurred in low numbers and known threats to their persistence currently exist.

The CDFG requires permits for the “take” of any State-listed endangered or threatened species. Section 2080 of the Fish and Game Code prohibits “take” of any species that the California Fish and Game Commission determines to be endangered or threatened. “Take” is defined in Section 86 of the Fish and Game Code as “hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.”

The California Native Plant Protection Act protects endangered and rare plants of California. Section 1908, which regulates plants listed under this act, states: “no person shall import into this state, or take, possess, or sell within this state, except as incident to the possession or sale of the real property on which the plant is growing, any native plant, or any part or product thereof, that the commission determines to be an endangered native plant or rare native plant, except as otherwise provided in this chapter.”

Unlike endangered, threatened, and rare species, for which a take permit may be issued, California Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

The California Endangered Species Act does not provide statutory protection for California species of special concern, but they should be considered during the environmental review process.

California Rare Plant Ranks (RPR)

Plants with 1A, 1B, 2 or 4 should always be addressed in CEQA documents. Plants with a RPR 3 do not need to be addressed in CEQA documents unless there is sufficient information to demonstrate that a RPR 3 plant meets the criteria to be listed as a RPR 1, 2, or 4.

RPR 1A: Plants presumed to be extinct because they have not been seen or collected in the wild in California for many years. This list includes plants that are both presumed extinct in California, as well as those plants which are presumed extirpated in California. A plant is extinct in California if it no longer occurs in or outside of California. A plant that is extirpated from California has been eliminated from California, but may still occur elsewhere in its range.

RPR 1B: Plants that are rare throughout their range with the majority of them endemic to California. Most of the plants of List 1B have declined significantly over the last century.

RPR 2: Plants that are rare throughout their range in California, but are more common beyond the boundaries of California. List 2 recognizes the importance of protecting the geographic range of widespread species.

Plants identified as RPR 1A, 1B, and 2 meet the definitions of Sec. 1901, Chapter 10 (Native Plant Protection Act) or Secs. 2062 and 2067 (California Endangered Species Act) of the California Department of Fish and Game Code, and are eligible for state listing.

RPR 3: A review list for plants for which there is inadequate information to assign them to one of the other lists or to reject them.

RPR 4: A watch list for plants that are of limited distribution in California.

Global and Subnational Rankings

Though not associated directly with legal protections, species have been given a conservation status rank by NatureServe, an international non-profit conservation organization that is the leading source for information about rare and endangered species and threatened ecosystems. The San Mateo County Planning Division considers the following ranks as sensitive for the purposes of CEQA impact assessment (G = Global, S = Subnational or State):

G1 or S1 -

Critically

Imperiled G2 or

S2 – Imperiled

G3 or S3 - Vulnerable to extirpation or extinction

Migratory Bird Regulations

The Federal Migratory Bird Treaty Act (MBTA) and the California Department of Fish and Game (CDFG) Code (3503, 3503.5, 3511, 3513 and 3800) protect most native birds. In addition, the federal and state endangered species acts protect some bird species listed as threatened or endangered. Project-related impacts to birds protected by these regulations would normally occur during the breeding season, because unlike adult birds, eggs and chicks are unable to escape impacts.

The MBTA implements various treaties and conventions between the U.S. and Canada, Japan, Mexico, and Russia for the protection of migratory birds, which occur in two of these countries over the course of one year. The Act maintains that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. Bird species protected under the provisions of the MBTA are identified by the List of Migratory Birds (Title 50 of the Code of Federal Regulations, Section 10.13 as updated by the 1983 American Ornithologists' Union (AOU) Checklist and published supplements through 1995 by the USFWS).

CDFG Code 3513 upholds the MBTA by prohibiting any take or possession of birds that are designated by the MBTA as migratory nongame birds except as allowed by federal rules and regulations promulgated pursuant to the MBTA. In addition, there are CDFG Codes (3503, 3503.5, 3511, and

3800) which further protect nesting birds and their parts, including passerine birds, raptors, and state “fully protected” birds.

NOTE: These regulations protect almost all *native nesting birds*, not just sensitive status birds.

Plant Community Regulations

Plant communities are provided legal protection when they provide habitat for protected species or when the community is in the coastal zone and qualifies as environmentally sensitive habitat area (ESHA).

Global and Subnational Rankings

Though not associated directly with legal protections, plant communities have been given a conservation status rank by NatureServe, an international non-profit conservation organization that is the leading source for information about rare and endangered species and threatened ecosystems. The San Mateo County Planning Division considers the following ranks as sensitive for the purposes of CEQA impact assessment (G = Global, S = Subnational or State):

G1 or S1 -

Critically

Imperiled G2 or

S2 - Imperiled

G3 or S3 - Vulnerable to extirpation or extinction

CDFG Rare

Rare natural communities are those communities that are of highly limited distribution. These communities may or may not contain rare, threatened, or endangered species. Though the Native Plant Protection Act and the California Endangered Species Act provide no legal protection to plant communities, CDFG considers plant communities that are ranked G1-G3 or S1-S3 (as defined above) to be rare or sensitive, and therefore these plant communities should be addressed during CEQA review.

Environmentally Sensitive Habitat Areas

The Coastal Act specifically calls for protection of “environmentally sensitive habitat areas” or ESHA, which it defines as: “Any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments” (Section 30107.5).

Waters and Wetlands Regulations

Numerous agencies control what can and cannot be done in or around streams and wetlands. If a project affects an area where water flows, ponds or is present even part of the year, it is likely to be regulated by one or more agencies. Many wetland or stream projects will require three main permits or approvals (in addition to CEQA compliance). These are:

- 404 Permit (U.S. Army Corps of Engineers)
- 401 Certification (California Regional Water Quality Control Board)
- Streambed Alteration Agreement (California Department of Fish and Game)

404 Permit (U.S. Army Corps of Engineers)

Most projects that involve streams or wetlands will require a 404 Permit from the U.S. Army Corps of Engineers (USACE). Section 404 of the federal Clean Water Act is the primary federal program regulating activities in wetlands. The Act regulates areas defined as “waters of the United States.” This includes streams, wetlands in or next to streams, areas influenced by tides, navigable waters, lakes, reservoirs and other impoundments. For nontidal waters, USACE jurisdiction extends up to what is referred to as the “ordinary high water mark” as well as to the landward limits of adjacent Corps-defined wetlands, if present. The ordinary high water mark is an identifiable natural line visible on the bank of a stream or water body that shows the upper limit of typical stream flow or water level. The mark is made from the action of water on the streambank over the course of years.

Permit Triggers: A USACE 404 Permit is triggered by moving (discharging) or placing materials—such as dirt, rock, geotextiles, concrete or culverts—into or within USACE jurisdictional areas. This type of activity is also referred to as a “discharge of dredged or fill material.”

401 Certification (Regional Water Quality Control Board)

If your project requires a USACE 404 Permit, then you will also need a Regional Water Quality Control Board (RWQCB) 401 Certification. The federal Clean Water Act, in Section 401, specifies that states must certify that any activity subject to a permit issued by a federal agency, such as the USACE, meets all state water quality standards. In California, the state and regional water boards are responsible for certification of activities subject to USACE Section 404 Permits.

Permit Trigger: A RWQCB 401 Certification is triggered whenever a USACE 404 Permit is required, or whenever an activity could cause a discharge of dredged or fill material into waters of the U.S. or wetlands.

Streambed Alteration Agreement (California Department of Fish and Game)

If your project includes alteration of the bed, banks or channel of a stream, or the adjacent riparian vegetation, then you may need a Streambed Alteration Agreement from the California Department of

Fish and Game (CDFG). The California Fish and Game Code, Sections 1600-1616, regulates activities that would alter the flow, bed, banks, channel or associated riparian areas of a river, stream or lake. The law requires any person, state or local governmental agency or public utility to notify CDFG before beginning an activity that will substantially modify a river, stream or lake.

Permit Triggers: A Streambed Alteration Agreement (SAA) is triggered when a project involves altering a stream or disturbing riparian vegetation, including any of the following activities:

- Substantially obstructing or diverting the natural flow of a river, stream or lake
- Using any material from these areas
- Disposing of waste where it can move into these areas

Some projects that involve routine maintenance may qualify for long-term maintenance agreements from CDFG. Discuss this option with CDFG staff.

San Mateo County General Plan

The San Mateo County General Plan contains policies which also strongly protect wetland habitats. Biological Resources Policy 1.5.2-3 states:

Discretionary development that is proposed to be located within 300 feet of a marsh, small wash, intermittent lake, intermittent stream, spring, or perennial stream (as identified on the latest USGS 7½ minute quad map), shall be evaluated by a County approved biologist for potential impacts on wetland habitats. Discretionary development that would have a significant impact on significant wetland habitats shall be prohibited, unless mitigation measures are adopted that would reduce the impact to a less than significant level; or for lands designated "Urban" or "Existing Community", a statement of overriding considerations is adopted by the decision-making body.

Biological Resources Policy 1.5.2-4 states:

Discretionary development shall be sited a minimum of 100 feet from significant wetland habitats to mitigate the potential impacts on said habitats. Buffer areas may be increased or decreased upon evaluation and recommendation by a qualified biologist and approval by the decision-making body. Factors to be used in determining adjustment of the 100 foot buffer include soil type, slope stability, drainage patterns, presence or absence of endangered, threatened or rare plants or animals, and compatibility of the proposed development with the wildlife use of the wetland habitat area. The requirement of a buffer (setback) shall not preclude the use of replacement as a mitigation when there is no other feasible alternative to allowing a permitted use, and if the replacement results in no net loss of wetland habitat. Such replacement shall be "in kind" (i.e. same type and acreage), and provide wetland habitat of comparable biological value. On-site replacement shall be preferred wherever possible. The replacement plan shall be developed in consultation with California Department of Fish and Game.

Locally Important Communities

The state passed legislation in 2001, the Oak Woodland Conservation Act, to emphasize that oak woodlands are a vital and threatened statewide resource. In response, the County of San Mateo prepared and adopted an Oak Woodland Management Plan that recommended, among other things, amending the County's Initial Study Assessment Guidelines to include an explicit reference to oak woodlands as part of its definition of locally important communities. The Board of Supervisors approved this management plan and its recommendations.

Observed Species Tables

List in the table below the species observed during the survey(s). The most current taxonomy should be used for the scientific names. All taxa should be identified to the fullest extent for those with subspecies/varieties. If the species of an observed plant or animal is not known, indicate the genus and include any comments on the potential species. Include native and non-native species. Organize the list by the following categories: Plants, including nonvascular and vascular; Fungi; and Animals, including invertebrates, fish, amphibians, reptiles, birds, and mammals. You may provide separate tables for plants and animals or add columns for information you determine is important. Use Bold type for special- status species.

Species Observed			
Scientific Name (Species or Genus)	Common Name	Native (1)	Notes (2)
PLANTS			
FUNGI			
ANIMALS			
Invertebrates			
Fish			
Amphibians			
Reptiles			
Birds			
Mammals			

Explanation of Table Fields:

1) Native:

Indicate if species is native or not.

2) Notes:

Any unusual or unique occurrences should be noted. If vouchers were taken, provide the collection number here. Provide any other comments deemed appropriate, for instance, whether the species was heard or seen, or other evidence of the species was observed.

3) Bold:

Species in Bold letters are special-status species. See the Special Status Species summary in Section 3.2 for details.

County Parks Required Components for Restoration Plans

Plan Format and Sections

1. Introduction:
 - a. Purpose
 - b. Site location and setting
2. Historic Impacts that may influence restoration efforts on this site
3. Current Impacts that as they relate to restoration efforts on this site
 - a. Invasive species
 - b. Wildlife
 - c. Scrub encroachment
 - d. Nitrogen deposition areas
 - e. Microclimate locations w/in the area
 - f. Urban/ development impacts
4. Restoration Goals and Priorities
 - a. Process overview
 - b. Priority vegetation associations that you are working towards and goals for these vegetation alliances/ associations
 - c. Measures of success
 - d. Monitoring and evaluation
5. Restoration Components and Management Activities (broken down by management units)
 - a. Management Units- how are you breaking this area into smaller units (include naming schema)
 - i. A summary of a management unit or designated area that has a prescription for specific treatments requires:
 - a. a size estimate,
 - b. complete list of species to be treated,
 - c. baseline information concerning the vegetation within MU community
 - b. Unit assessment methodology- See below for guidance* (this could be covered in section 4.c. above)
 - c. Vegetation Community Identification- refer to Thomas (1991) for general categories and Sawyer *et al.* (2008) for more specific alliance and associations.
 - d. Restoration Implementation and Management Components
 - i. List them by objectives and then work areas
 - e. Resource Management nexus
 - i. How will this be integrated for minimal maintenance into HCP lands?
 - f. Implementation timeline
6. Conclusion

7. References
8. Appendices
 - a. Maps/ Tables/ work plan spreadsheets
 - i. Maps
 1. Management units
 - a. target treatment areas by species
 - b. protected high quality areas and/or habitat visualized
 - ii. Tables:
 1. Table of conditions, see example below.
 - b. Management Unit profiles* (optional since this can all be covered in Section 5)
 - i. Common name of association
 - ii. Unique Identifier
 - iii. Thomas and/or MCV classification
 - iv. Range
 - v. Environmental Description
 - vi. Veg. description
 - vii. Characteristic species
 - viii. Dynamics/ successional trajectory
 - ix. (include soil data from NRCS)

BASELINE DATA STANDARDS

Baseline data is required in order to effectively quantify the outcomes of the restoration prescription and plans. Below is an example of the type of information that should be collected for baseline data. Depending on the habitat different protocols may be more appropriate. Please contact the Natural Resource Manager if you have questions or would like to propose alternative protocols for baseline data collection

A) Example from MCV and CNPS protocols:

1. LOCATIONAL/ENVIRONMENTAL DESCRIPTION Include:
 - a. Polygon/Stand# (unique identifier): e.g. OBRA/0001 for Owl & Buckeye Canyon Rapid Assessment/ Stand 1
 - b. Dominant Species Lists and Stand Characteristics:
 1. List the 10-20 species that are dominant or consistent throughout the stand. These species may or may not be abundant, but they should be constant

representatives in the survey. When different layers of vegetation occur in the stand, make sure to list species from each stratum. As a general guide, make sure to list at least 1-2 of the most abundant species per stratum.

c. Stratum Designations:

- **T = Tree.** A woody perennial plant that has a single trunk.
- **S = Shrub.** A perennial, woody plant, that is multi-branched and doesn't die back to the ground every year.
- **H = Herb.** An annual or perennial that dies down to ground level every year.
- **E = Seedling.** A tree species clearly of a very young age that is < 1" dbh or has not reached breast height. Applies only to trees propagating from seed; resprouts are not recorded here even if they meet the size requirements.
- **A = SApling.** 1"- <6" dbh and young in age, OR small trees that are <1" dbh, are clearly of appreciable age, and are kept short by repeated browsing, burning, or other disturbance. Includes trees that are re-sprouting from roots or stumps following fire, logging or other disturbance. These re-sprouts may exhibit a shrubby form, with multiple small trunks, but are species that are generally considered trees. If a majority of the trunks are >6" dbh, then the re-sprouts would be recorded under the "Tree" stratum.
- **N = Non-vascular.** Includes moss, lichen, liverworts, hornworts, cryptogammic crust, and alga
- **G = Snag.** Include the percent cover of snags (standing dead) of trees and shrubs. Note their species, if known, in the "Stand history, stand age and comments" section.

NOTE: Provide the% absolute aerial cover for each species listed. When estimating, it is often helpful to think of coverage in terms of the following cover intervals:

- <1%, 1-5%, >5-15%, >15-25%, >25-50%, >50-75%, >75%; if you can provide a more specific cover amount do so.

2. MCV Field-assessed vegetation alliance name (If possible association name):

- a. Please note: The field-assessed association name may not exist in the present classification, in which you can provide a new association name in this field.
- b. Confidence in Identification: (L, M, H) With respect to the "field-assessed alliance name", note whether you have L (=Low), M (=Moderate), or H (=High) confidence in the interpretation of this alliance name.
- c. Adjacent Alliances/direction: Identify other vegetation types that are directly adjacent to the stand being assessed by noting the dominant species (or known type). Also note the distance away in meters from the GPS waypoint and the direction in degrees aspect that the adjacent alliance is found

- i. (e.g., *Amsinckia tesse/lata* / 50m, 360° N *Eriogonum fasciculatum* /100m, 110°).
- d. Disturbance code / Intensity (L,M,H): List codes for potential or existing impacts on the stability of the plant community. Characterize each impact as **L** (=Light), **M** (=Moderate), or **H** (=Heavy).
 - i. For invasive exotics, divide the total exotic cover (e.g. 25% *Bromus diandrus*+ 8% *Bromus madritensis* + 5% *Centaurea melitensis*= 38% total exotics) by the total% cover of all the layers when added up (e.g. 15% tree+ 25% shrub + 40% herbs= 80% total) and multiply by 100 to get the% relative cover of exotics (e.g. 38% total exotics/80% total cover= 48% relative exotic cover). L = 0-33% relative cover of exotics; M =34-66% relative cover, and H = > 66% relative cover. [See code list for impacts in MCV](#)
 - ii. Include the listed weeds from the HMP 2008 List
 - iii. **For rapid assessments, make sure that the major non-native species occurring in the stand also are listed in the space provided in the species list with their strata and % cover.**
- e. List species that are locally or regionally rare, endangered, or atypical (e.g., range extension or range limit), and host and/or nectar plants within the stand are in the species list with their strata and % cover.
- f. Size of stand and/or units of consideration
 - i. **Different vegetation types should have specific estimates of size clearly note**

NOTE: Sometimes species lists will be more than 2 dominant species per strata.

NOTE: Include the height of each strata of vegetation- if the herbaceous layer has a distinct layer of non-native grasses competing with native herbs/grass please include height estimates of each.

GOALS AND OBJECTIVES FOR THE RESTORATION PLAN BY MANAGEMENT UNIT OR SPECIFIC WORK AREA*

Including Restoration Options:

1. Target plant species/ community you are restoring to this area (if you specify MB, CS, SBE, or other specific species please include relevant goals and objectives from the SBM HMP 2008)
 - a. Rating for difficulty in achieving this target community
 - b. Cost rating to implement
 - c. Likelihood of success

- d. Length of time to achieve this vegetation community's ability to resist invasion or be to a condition of minimal maintenance (NO LONGER ANNUAL MAINTENANCE REQUIREMENTS)
- e. Initial phase of restoration duration for each option suggested (be specific)
 - i. Provide an estimate of time to reduce the infestation enough to provide an opportunity to replant/ seed an sub-area
 - ii. Identify these areas in a map and by size
 - iii. Provide potential planting list, stocking level and type of material to be used, and specify timing of activities
 - iv. Maintenance /watering strategy for planting and threshold for replanting efforts after year one.
 - v. Budget projections for each option suggested
 - vi. Monitoring strategy for determining success and/or milestones
 1. Photo-points
 - a. locations (on a map)
 - b. schedule for capturing data
 2. Invasive species evaluation
 3. Cost/benefit self-evaluations - see 30-year Assessment

EXAMPLE:

Grassland/ Coastal prairie Objectives: See Pg. II-12 of HMP 2008 these have been adapted to reflect our current priorities.

- **Percent cover of native grassland and/or prairie reflecting the specific MCV association:** at least 90% cover of native grass and herbaceous species plants found within the specific MCV association should be met. Specific MCV membership rules are the target for the specific plant community components. IF bare ground is a component the 90% cover target can be readjusted to meet the specific alliance and association membership requirements.
- **Invasive species:** 95% control of mature non-native trees, forbs, and herbs; < 10% scrub in highest quality prairie habitat and 75% control of coastal scrub in invaded grassland/ coastal prairie vegetation communities.

Prioritization

Prioritization for treatment should be considered first for areas with disturbance codes of light followed by medium. Areas of high disturbance codes should have buffers of treatment in order to protect higher quality habitat from infestation.

High infestation treatment areas should work from an area that can be secured and built upon to maximize effectiveness.

Effective invasive species control begins with protecting intact and high quality areas first and subsequently addressing the smallest to greatest problems, thereby preventing a continuous cycle of long-term controls. Generally, the highest priority is given to the most intact communities with high potential for introduction of invasive species. Conversely, lowest priority is given to communities where the potential for new species invasions is low. Areas of low priority are often characterized by a monoculture of a single, non-native and invasive species.

Exhibit E

General Obligation of Contractor

1. Contractor Personnel

The Contractor shall provide the County with resumes of the key staff members to be assigned to said project in advance of commencing any professional services. Once the County approves the key staff to be assigned to the project, any substitutions or additions shall be subject to written approval by the County. The County reserves the right to reject any personnel the Contractor proposes for use on the project.

Contractor represents that it is qualified to furnish the services described under this Agreement. Contractor further declares that one or more members or employees of its firm and that of any of its sub-Contractors, if so required by the State, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. Contractor shall furnish to County for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as sub-Contractors.

Nothing in this Agreement abrogates the professional responsibilities of the Contractor and/or sub-Contractors with respect to design defects, errors, omissions, or malpractice.

2. Corrections and/or Revisions

Contractor shall make and provide to the County all necessary corrections and/or revisions to the project design and document when it is determined by the Parks Director or his/her designated representative that such changes are necessary for the project and are due to oversights, omissions or errors of Contractor.

3. General Obligations of County

County shall be responsible for providing any available data required by the Contractor as stipulated in any approved Task Order.

County shall examine documents submitted by Contractor and shall render comments and direction pertaining thereto promptly (up to two weeks or otherwise upon written agreement by County and Contractor), as stipulated in approved Task Orders.

4. Payment Upon Suspension, Abandonment of Project, or Termination of Agreement

If any Task Order is suspended for more than thirty (30) calendar days, or abandoned in whole or in part, Contractor shall be paid for services performed prior to receipt of thirty (30) days written notice from County of such suspension or abandonment, together with reimbursable expenses then due. In the event that the County abandons any Final Task Order the County may specifically authorize additional work necessary to properly close out the project.

If this Agreement or any Task Order is suspended or terminated due to fault of Contractor, County shall be obligated to compensate Contractor only for that portion of Contractor's services that were satisfactorily performed.

5. **Performance of Services if Contractor is not Diligent in Performing Work**

In the event Contractor is not diligent in pursuing the designated services as specified in each Task Order, the Parks Director or his/her designated representative may, at his/her option, seven (7) days after written notice to Contractor, perform any such required services or retain a different Contractor to do the same, and the cost associated with having said work completed by means other than the Contractor will be retained from any sums due but not yet paid to the Contractor.

6. **Authorization to Proceed**

Contractor shall commence work upon receipt of the Task Order.

7. **Time of Completion of Each Task**

Contractor agrees to perform the professional services for the Task Order within the time limits set forth in the project schedule required by this Agreement. Any change in the scope of services as outlined in the Task Order will require a revised time table.

County agrees to exercise due diligence in performing its tasks to implement the Contractor's time schedule.

8. **County's Review and Approval**

Between each phase of work and at critical progress points there shall be a review and approval period by County and other agencies. County shall reject Contractor's submittal if changes and/or comments transmitted to Contractor by County during previous review were not addressed by Contractor in current submittal.

9. **Changes in Work**

The Parks Director or his/her designated representative may order changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change. Increased compensation for changes must be agreed to in writing by County, in advance of the work.

In the event that changes are ordered pursuant to this Section, the schedule for progress and completion and compensation as provided with respective Task Order shall be adjusted by negotiation between Contractor and County.

10. **Interest of Contractor/Contractor Independent of County**

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be

employed throughout the term of this Agreement. Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the County.

In the performance of the services necessary for compliance with this Agreement, Contractor, and any of its sub-Contractors or employees, shall be, and is at all times considered, an Independent Contractor, and is not an agent or employee of the County. Contractor has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his/her services hereunder to include any and all sub-Contractors employed for the project described herein. Contractor shall be solely responsible for all matters relating to payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates and employees.

11. General Provisions

- a. The Contractor acknowledges that time is of the essence for all projects defined in approved Task Order(s) and agrees to complete all work within the time frame as stipulated within said Task Order(s). Time extensions shall only be approved with prior written approval of the County and failure to complete services according to a mutually agreed upon schedule may be grounds for contract termination.
- b. The Contractor upon becoming aware of factors which would result in delays shall be responsible for alerting County to potential delays well in advance in order that possible mitigation measures may be evaluated. Contractor shall detail the nature and reasons for potential delays and shall provide the County with possible mitigation measures for consideration.
- c. On matters pertaining to Task Orders to be performed and the time taken by Contractor to perform such services, the decision of the Parks Director or his/her designated representative will be final after discussions between County and Contractor.
- d. The Contractor warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. Ownership of Documents

Consistent with Attachment IP, all tracings, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by Contractor or sub-Contractors under the terms of this Agreement shall be delivered to and become the property of the County without restriction or limitation on their use. However, should County re-use or utilize data or drawings not for their intended use then County shall be solely liable and indemnify Contractor against such use. Computer files used by Contractor to produce the final set of plans and specifications shall also be delivered in AutoCAD, Access, Excel

and Word electronic form on compact disks or other media acceptable to the County at no additional cost and become the property of the County.

13. Jobsite Safety and Environmental Protection

Neither the professional activities of the Contractor nor the presence of the Contractor or his/her employees and sub-Contractors at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety or environmental protection precautions required by any regulatory agencies. The Contractor and his/her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the General Contractor is solely responsible for jobsite safety, and environmental protection, and warrants that this intent shall be made evident in the County's Agreement with the General Contractor. The Contractor also agrees that the County, the Contractor and any other County Contractors that may be providing services at the construction site shall be indemnified and shall be made additional insured's under the General Contractor's general liability insurance policy.

Attachment A

SCHEDULE OF HOURLY RATES	
Title	Rate
<i>MIG, Inc.</i>	
<i>PRINCIPALS</i>	
Civil Engineering	\$275
Outdoor Recreation/Environmental Planner/Trails and Regional Park Planner	\$205
Technical Advisor/Regulatory Compliance	\$200
<i>DIRECTORS/SPECIALISTS</i>	
Ecological Resources	\$195
Universal Design and ADA Compliance Specialist	\$195
Landscape Architecture	\$180
Biological Analysis	\$160
<i>PROJECT MANAGEMENT</i>	
Contract Manager	\$180
Senior Project Manager	\$175
Project Manager	\$145
<i>LANDSCAPE ARCHITECTS/PLANNERS</i>	
Sr. Landscape Architect	\$160
Landscape Architect II	\$140
Landscape Architect	\$120
Trails and Regional Park Planner	\$145
<i>CIVIL ENGINEERS</i>	
Civil Engineer V	\$150
Civil Engineer III	\$135
<i>BIOLOGISTS/ANALYSTS</i>	
Sr. Biologist	\$145
Biologist/Analyst/GIS Analyst	\$125
<i>SUPPORT STAFF</i>	
Project Associate	\$90
Clerical	\$90

SCHEDULE OF HOURLY RATES	
Title	Rate
<i>Balance Hydrologics</i>	
Senior Principal	\$215
Principal	\$185
Senior Specialist	\$170
Senior Professional	\$165
Project Professional	\$145
Senior Staff Professional	\$135
Staff Professional	\$120
Assistant Professional	\$105
Junior Professional	\$90
GIS Senior Analyst	\$110
GIS/CADD Specialist	\$95
Senior Project Administrator	\$85
Senior Report Specialist	\$80
Report Specialist	\$75
Hydrologic Technician	\$70
<i>Basin Research Associates</i>	
Principal Investigator	\$140
Research Scientist	\$127
Archaeologist	\$85
Archaeologist Technician	\$75
GIS/Graphics	\$92
Administrative/Clerical	\$68.50
Clerical	\$45
<i>Biosearch</i>	
Project Manager	\$80
Biological Technician/Environmental Inspector	\$75
<i>Coast Ridge Ecology</i>	
Project Manager/Lead Biologist	\$110
Project Manager/Permitting Specialist	\$110
GIS Specialist	\$100
Wildlife Biologist Specialist	\$95
Botanist/Wetlands Specialist	\$95
Associate Biologist III	\$95
Associate Biologist II	\$87.50
Biological Monitor/Associate Biologist I	\$77.50
Administrative Support	\$75

SCHEDULE OF HOURLY RATES	
Title	Rate
<i>Hexagon Transportation</i>	
President	\$255
Principal	\$210
Senior Associate II	\$195
Senior Associate I	\$180
Associate II	\$160
Associate I	\$145
Planner/Engineer II	\$145
Planner/Engineer I	\$120
Administrative/Graphics	\$105
Senior CAD Technician	\$95
Technician	\$75
<i>Vaughan Forestry</i>	
Forester/Arborist	\$90
GIS/Forestry Technician	\$55

Rates subject to increase up to a maximum of 8% effective July 1, 2017.

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 **ATTACHMENT IP** 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.