

EXHIBIT C
MITIGATION FUNDING AGREEMENT
Between
Midpeninsula Regional Open Space District and
San Mateo County

This AGREEMENT is made by and between Midpeninsula Regional Open Space District (“District”) and San Mateo County (“County”). The parties enter into this Agreement to fund a mitigation project described herein.

- A. County is required by regulatory agencies to fund offsite California Red Legged Frog habitat mitigation related to its Cordilleras Center Project. County’s role in this Agreement is to provide funding to implement habitat restoration activities.
- B. District is an independent special district organized under California Public Resources Code section 5500 *et seq* with a mission to preserve a regional greenbelt of open space and protect and restore the natural environment.
- C. District agrees to accept mitigation funding from County in order to perform a California red-legged frog habitat restoration project for habitat creation and enhancement on District property in San Mateo County (“Project”).

AGREEMENT

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **FUNDING.** County shall provide \$380,000 to the District initially to fund the Project planning, design, implementation, maintenance, and long-term (30 year) monitoring (“Funding”). The County shall provide full Funding to District within 90-days after Effective Date of this Agreement.
- 2. **SCOPE OF WORK.** District shall furnish all necessary materials, labor, equipment and supplies to perform the Project as required and described by U.S. Fish and Wildlife Service in Attachment 1, attached hereto. District is responsible for the following major work categories related to implementation of the Project, further described in Attachment 2, attached hereto, and summarized below:
 - a. **Task 1 Project Management-** District will perform administrative tasks such as contracting, invoicing, reporting, and proposal development.
 - b. **Task 2 Planning-** District will develop Requests For Proposals and Requests for Bids, designs, and secure necessary permits and/or agreements for Project implementation. District will coordinate with agencies on technical review of Project plans.
 - c. **Task 3 Implementation-** Implementation is anticipated to occur in calendar year 2021. District will inform County of the commencement and conclusion of Project implementation.
 - d. **Task 4 Maintenance and Monitoring-** District shall complete maintenance, monitoring, and reporting for the Project as required by the regulatory agencies. The District shall provide reporting throughout the monitoring period to the U.S. Fish and Wildlife Service with courtesy copies to County.

3. **COMPLETION DATE.** Project will commence upon signing of this Agreement and terminate at the end of the 30-year monitoring and maintenance period.
4. **CONTRACTOR'S NOTICE:** District is a public agency in the state of California and agrees that Contractors hired using Project funding will be required to hold the required licenses and comply with all applicable laws in the performance of the Project.
5. **INSURANCE:** District is a member of the California Joint Powers Insurance Agency, a pooled risk entity consisting of public agencies, and warrants that it currently holds and will maintain adequate insurance coverages related to the performance of the Project, and will require all Contractors hired using Project funds to obtain, maintain, and provide adequate evidence of insurance coverage.
6. **EFFECTIVE DATE.** The effective date of this Agreement is the date of the last signature below.
7. **MODIFICATION.** This Agreement is not subject to modification except in writing signed by both Parties.
8. **NOTICES.** All notices, demands, or requests from one Party to another may be personally delivered, sent by electronic mail, sent by facsimile, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified or postage prepaid, return receipt requested to the address set forth in the signature block below or at such other address as any Party may from time to time to specify to the other Parties in writing and shall be effective at the time of personal delivery, facsimile transmission, or mailing.
9. **SUCCESSORS AND ASSIGNS.** This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.
10. **COUNTERPARTS.** This Agreement may be executed by the Parties in several counterparts, each of which shall be deemed to be an original executed document.

11. NO PARTNERSHIPS. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

12. GOVERNING LAW. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

IN WITNESS HEREOF, the Parties hereto have executed and delivered this Agreement as of the last date set forth below.

San Mateo County

MROSD

By _

Name

Title

Organization

Date-

By

Ana Ruiz
General Manager
Midpeninsula
Regional Open
Space District

Date

Attachments:

1. Biological Assessment (or Opinion)
2. Restoration Plan