

Agreement #P21OA002

Operating Agreement

with

County of San Mateo

for

San Bruno Mountain State and County Park

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

San Bruno Mountain State and County Park

INDEX

1. PREMISES..... 1

2. TERM..... 1

3. USE OF PREMISES 1

4. CONSIDERATION 4

5. FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT 5

6. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS 6

7. MAINTENANCE OBLIGATIONS OF COUNTY 8

8. CONCESSIONS..... 9

9. TAXES 10

10. RECORDS AND ACCOUNTS..... 10

11. UTILITIES AND SERVICES..... 11

12. INSURANCE 11

13. HOLD HARMLESS AGREEMENT 12

14. EMINENT DOMAIN PROCEEDINGS 14

15. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING 14

16. NOTICES 14

17. DEFAULTS AND REMEDIES 15

18. TERMINATION 15

19. SURRENDER OF THE PREMISES; HOLDING OVER 16

20. REAL PROPERTY ACQUISITION..... 17

21. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES 17

22. NON-DISCRIMINATION 17

23. DISABILITY ACCESS LAWS..... 18

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION..... 18

25. ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION ... 18

26. HAZARDOUS SUBSTANCES 19

27. SIGNS AND ADVERTISING 20

28. INTELLECTUAL PROPERTY RIGHTS.....21

29. GRANT OF STATE’S TRADEMARK LICENSE22

30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS.....23

31. CHILD SUPPORT COMPLIANCE ACT23

32. DISPUTES24

33. LIMITATION.....24

34. SECTION TITLES24

35. INSPECTION24

36. SUCCESSORS IN INTEREST24

37. PARTIAL INVALIDITY.....24

38. DURATION OF PUBLIC FACILITIES25

39. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS.....25

40. INTERPRETATION OF AGREEMENT25

41. INDEPENDENT CONTRACTOR25

42. MODIFICATIONS AND APPROVAL OF AGREEMENT26

43. MICELLANEOUS26

44. EXHIBIT A – Premises

45. EXHIBIT B - State Park Commission Policy

46. EXHIBIT C – San Bruno Mountain Habitat Conservation Plan**Error!**

Bookmark not defined.

47. EXHIBIT D – State Rules and Regulations

49. EXHIBIT E - Departmental Notice 90-5-Special Event Permits

50. EXHIBIT F – Right of Entry Permit Request Template

51. EXHIBIT G – State Specifications for Application of Right of Entry Permits.

52. EXHIBIT H - Annual Revenue and Expenditure Report

53. EXHIBIT I – License/Permission for Use of Trademarks (SAMPLE)

54. EXHIBIT I, Attachment 1 – License/Permission for Use of Trademarks (SAMPLE)

OPERATING AGREEMENT

with

County of San Mateo

for

San Bruno Mountain State and County Park

This OPERATING AGREEMENT (“Agreement”) by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as “State”, and the County of San Mateo, hereinafter referred to as “County”, both of which are collectively referred to as the “Parties”.

WITNESSETH:

Whereas, pursuant to the provisions of § 5080.30, et seq., of the California Public Resources Code (PRC), State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as San Bruno Mountain State and County Park located within San Mateo County; and

Whereas, State and County desire to enter into this Agreement to provide for the development, operation, control, and maintenance of San Bruno Mountain State and County Park by County; and

Whereas, the Legislature in the Budget Act of 2015/16 has authorized the State and County to enter into said agreement for public recreation and enjoyment; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. **PREMISES**

State authorizes County to develop, operate, control, and maintain San Bruno Mountain State and County Park, which is shown in "**Exhibit A**" attached and hereby made a part hereof and hereafter referred to as "Premises". County agrees to accept Premises, including facilities covered by this Agreement, and take the same in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly turn back the same to State in the same or better condition, reasonable wear and tear excepted. Within one hundred and eighty (180) days of execution of this Agreement, State and County shall coordinate and conduct a baseline assessment of the Premises to determine its present condition. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than County and State.

2. **TERM**

The term of this Agreement shall be for a period of fifteen (15) years and shall commence on the first day of the month following approval by the State of California Department of General Services. The Agreement may be extended up to an additional ten (10) years, with a letter of mutual agreement by Parties. Should County hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Agreement subject otherwise to all the terms and conditions of this Agreement.

3. **USE OF PREMISES**

A. County agrees to develop, operate, control, and maintain the Premises for public recreation and habitat conservation purposes through the use of related concessions and/or other facilities accessible and subject to the use and enjoyment of the general public. Development and operation of the Premises shall be conducted in accordance with the approved General Plan for San Bruno Mountain State Park

adopted November 1982, (specifically made part of this agreement by reference) any applicable State Park Commission Policies, federal, state and local government statutes, laws, or regulations and, the San Bruno Mountain Master Plan if incorporated by an amendment to this Agreement at a later date. The San Bruno Mountain State Park General Plan is available at https://www.parks.ca.gov/?page_id=21299, and State Park Commission Policy is attached hereto as “**Exhibit B**” and incorporated herein as part of this agreement. Should the State Parks Commission amend its policies and procedures, State will provide adequate notice to County with sufficient time to comply. At a minimum, County agrees to operate Premises as follows:

- 1) OVERNIGHT FACILITIES
 - a. Group Campsites

- 2) TRAIL USE
 - a. Hiking Trails
 - b. Horseback Riding

- 3) DAY-USE ACTIVITIES & FACILITIES
 - a. Picnic Areas
 - b. Exhibits and Programs
 - c. Guided Tours
 - d. Interpretive Exhibits
 - e. Vista Point
 - f. Nature & Wildlife Viewing
 - g. Family Programs

- 4) OTHER FACILITIES & VISITOR INFORMATION
 - a. Parking
 - b. Restrooms
 - c. Drinking Water Available
 - d. County Park/Shop located on remains of old Nike Missile early warning radar site

B. County shall also continue to comply with all obligations under the San Bruno Mountain Habitat Conservation Plan (HCP), which is attached hereto as “**Exhibit C**” and incorporated herein by reference.

C. The State District Superintendent or designee shall attend HCP Technical Advisory Committee meetings.

D. Parties acknowledge the financial resources of the County may be limited and, accordingly, the County shall have the sole right to determine maintenance, operational and enforcement priorities in its operation, control and maintenance of the Premises.

E. Upon permission from State, County may adopt new rules and regulations for the use and enjoyment of the Premises by the public. Any such rules and regulations adopted by County shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the California State Park System. The Premises shall not be used for any purpose other than those permitted by this Agreement. The State's Rules and Regulations are attached hereto as "**Exhibit D**", and incorporated herein by reference.

F. County shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior consent of the State.

G. The State District Superintendent shall be the main point of contact for County under this Agreement. The District Superintendent can be reached at the Santa Cruz District Office, 303 Big Trees Park Road, Felton CA 95018-9660, phone number (831) 335-6318.

H. County may provide permits to individuals or organizations for special events that are in compliance with this Agreement and the criteria contained in State's Departmental Notice 90-5, attached hereto and incorporated herein as **Exhibit E**. Special events are considered projects under CEQA. All proposed special events that are not Categorically Exempt pursuant to Title 14 of the California Code of Regulations § 15300 shall be subject to State prior review and approval. For special events that are Categorically Exempt, County is authorized to approve the special event and sign as the property owner on any permits that may be required by Alcoholic Beverage Control (ABC), or other regulators of special events.

I. County may issue and oversee Right of Entry (ROE) Permit Requests for utility companies to perform maintenance work, scientific research or other activity not

considered a special event within the HCP. County may update the attached **Exhibit F**, State ROE Permit Request template for County's use when issuing these permits. County may issue these permits without notifying or obtaining State approval.

J. Fire Emergency Preparedness and Response:

- 1) County will install and maintain, or cause to have installed and maintained, a defensible space zone around all structures owned by State PRC § 4291.
- 2) County may install and maintain a fuel break to protect park habitat from fires initiating off the Premises. Planning for fuel break must be in coordination with the State.
- 3) County will issue and oversee applications for Boundary Vegetation Modification Right of Entry permits for neighboring private landowners that must maintain defensible space for their habitable structures, pursuant to the requirements in PRC section 4291. County must follow State specifications for said permits set forth in "**Exhibit G**," attached hereto and incorporated by reference. Right of Entry permits will be issued by the State for all other work on the Premises.
- 4) In the event of a wildfire incident, County will notify State within 24 hours of its occurrence. All suppression damage will be repaired by the Parties, in a reasonable condition and based on available resources, after Fire Agency declares it safe to do so. The State will provide County with reasonable suppression repair specifications. The State will provide on-site suppression repair guidance if requested by County.

4. CONSIDERATION

A. In consideration of the services to be performed by County pursuant to this Agreement, State hereby authorizes the use of the Premises by County on a rent-free basis on the condition County performs the terms and conditions of this Agreement. In the event that County fails to perform, the Premises shall revert back to the State, at

State's option, and State shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

B. State has negotiated an agreement with the City and County of San Francisco called the "Park Benefit Fund" in which the City and County of San Francisco will directly pay County a total of \$175,000 over the course of two years. County will allocate funds for the following projects;

- 1) Old Guadalupe Trail Safety Corridor Project - \$125,000 (Involves vegetation management from the main entrance heading northwest along trail toward the Crocker gate, and includes minor upgrades to the Ed Baccaccio Group Camp area).
- 2) Seed Collection and Expansion Project - \$20,000 (To facilitate restoration of areas with native seed collected from Premises).
- 3) Bog Area Stewardship Program - \$30,000 (to further ongoing exotic invasive control and restoration planting in Colma Creek and Bog areas previously restored).

C. Any revenue to County derived from its control and operation of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the operation and maintenance of lands and/or facilities located within San Bruno Mountain State and County Park, and/or for development and renovation of improvements as outlined in the Section 6, Construction and Completion of Improvements. Any such portion of revenue as may exceed costs and expenses described in this paragraph shall be remitted to State in accordance with PRC section 5080.32 (b)(2). County may establish and fund a Facility Maintenance/Improvement (FMIA) with excess revenue in accordance with Section 5, Facility Maintenance/Improvement Account of this Agreement.

D. For purpose of this Agreement, proceeds generated solely for the San Bruno Mountain HCP will not be considered revenue.

5. FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT

A. County may establish a Facility Maintenance/Improvement Account (FMIA) and fund with excess revenue in accordance with PRC § 5080.32 (b)(2).

At least annually, County shall submit to State a reconciliation report showing amount of gross revenue, amount transferred to account minus expenditures and account balance.

B. County shall prepare an Annual Maintenance Plan (AMP) to be approved by State. The AMP shall contain estimated costs for improvement/maintenance projects. Once approved by State, FMIA expenditures by County to finance needed improvements/maintenance identified in the AMP shall not require separate approval by the State.

C. County shall use FMIA funds for completion of projects in accordance with Section 6, Construction and Completion of Improvements, and Section 7, Maintenance Obligations of County.

D. All funds remaining in the FMIA at the expiration or termination of this Agreement shall be paid to the State within thirty (30) days from such expiration or termination date.

E. For purposes of this Agreement, the following definitions shall apply:

- 1) **Improvements:** Improvements are defined as things that enhance the value of the park unit. Improvements shall constitute renovation, reconstruction or new construction.
- 2) **Maintenance:** Maintenance is defined as upkeep of property or equipment. Maintenance shall include repair and preservation work necessary to maintain facilities, personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.
- 3) **Housekeeping** All activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks.

6. **CONSTRUCTION AND COMPLETION OF IMPROVEMENTS**

A. County agrees to work in partnership with State in the design and development of Premises in accordance with the San Bruno Mountain State Park

general plan, San Bruno Mountain HCP, which is attached hereto as “**Exhibit C**” and the San Bruno Mountain Master Plan if incorporated by an amendment to this Agreement at a later date. County and State shall provide copies to each other of all development-related design plans, starting with Conceptual Designs through Working Drawings for review as required by this section.

B. In the event that County desires to make modifications, improvements, or additions to the Premises, or any part of the Premises, including changes to structural design, landscape design or interior or exterior features, design, and/or furnishings (collectively “Development”), approval by State shall be obtained prior to the commencement of any cultural or natural resource related work. Written approval by State shall be obtained prior to the commencement of any non-cultural or non-natural resource related work (excluding HCP natural vegetation modifications) in excess of \$100,000. State’s approval shall not be unreasonably withheld for projects in conformance with the General Plan or the San Bruno Mountain Master Plan, if incorporated by an amendment to this Agreement at a later date.

C. For all alterations erected on the Premises by County, upon completion of construction, County shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built" plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanics’ liens or stop notices; (4) submit a verified accounting of the cost for alterations, excluding equipment and trade fixtures that are the personal property of County; and (5) submit a verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Title II.

D. Permits: With assistance from State, the County shall obtain all permits, licenses, and other approvals necessary for construction. Such permits may include, but are not limited to, those required under California Environmental Quality Act (CEQA), PRC § 5024, Fish and Game Code §1600, California Building Code, and State Fire Marshal.

E. Once all approvals, permits, etc. have been received as required herein above, and the work on any alteration has begun, County shall prosecute to completion

with reasonable diligence all approved alterations. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of County, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved alterations. The County may use FMIA funds to obtain permits to make improvements. County shall comply with all applicable procurement requirements as set forth in the California Public Contract Code.

F. Title to all alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to County. County agrees never to assail, contest, or resist said title. This shall not apply to items such as benches, garbage cans, picnic tables or other items shown to have been purchased and installed with County funds, as long as the Premises can be restored to their prior condition after removal. The foregoing notwithstanding, State may elect, by notice to County, that County must remove any Alterations that are peculiar to County's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, County may use the FMIA account funds and without further approval by the State to restore the Premises to their condition prior to the installment of the alterations.

G. The State does not have any eligible or potentially eligible historic properties on file for the Premises.

7. MAINTENANCE OBLIGATIONS OF COUNTY

A. During the term of this Agreement and at County's own cost and expense, County shall maintain and operate the Premises including natural resources, equipment, personal property, and alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind, subject to standards described in remainder of this paragraph. During the term of this Agreement, it shall be the County's

responsibility to ensure that the Premises are maintained to the reasonable satisfaction of State. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work. Both Parties agree that public health and safety improvements are higher priorities than other types of improvements.

B. Should County fail, neglect, or refuse to undertake and complete any maintenance that is deemed mandatory, State shall have the right to perform such maintenance or repairs for the County. In this event, County shall promptly reimburse State for the cost thereof, provided, however, that State shall first give County sixty (60) days written notice of its intention to perform such maintenance or repairs. Such maintenance or repairs performed by State shall be consistent with the terms and conditions of the San Bruno Mountain HCP. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. County hereby expressly waives the right to make repairs at the expense of the State and the benefit of §§ 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations regarding the condition of the Premises, except as specifically set forth in this Agreement.

C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give County sixty (60) days written notice of its intention to do any of the work herein mentioned before such work is undertaken. Such work performed by State shall be consistent with the terms and conditions of the San Bruno Mountain HCP.

8. CONCESSIONS

Subject to prior approval by State, County may grant concessions in or upon the Premises consistent with the requirements of State under PRC § 5080.33 and § 5080.34. All concession contracts shall be subject to the requirements of PRC § 5080.20 and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. No concessions that exploits public lands for commercial purpose shall be granted by County. Further, all concession agreements shall be made subject to audit by State. State shall have the

right, through its representative and at all reasonable times, to examine and copy all working papers supporting concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to County.

9. TAXES

County, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code § 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. County and/or any concessionaire engaged by County shall pay all lawful taxes, assessments, or charges that may be levied by the state, county, city, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that County and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of County and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by County and/or any concessionaire in or about the Premises.

10. RECORDS AND ACCOUNTS

A. At all times during the term of this Agreement, County shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by County in relation to concessions, events, special services, and all other matters incident to the development, control, operation, and maintenance of the Premises. County shall report said income and expenditures to State in accordance with "**Exhibit H**" Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following December 31st. In addition, within sixty (60) days of the expiration or termination of this Agreement, County shall submit to State a statement of income and expenditures for the period of operation not previously

reported, prepared as set forth above. The Annual Revenue and Expenditure Report can be accessed at <http://partnersreg.parks.ca.gov/>.

B. County shall provide State with an annual attendance report to include a reasonable monthly estimate of the number of visitors and vehicles to San Bruno Mountain State and County Park.

C. The books, records, and accounts applying to the operation of the Premises and kept by County shall be open for audit or inspection by State at all reasonable times. All records shall be kept by County for a period of at least four (4) years. County shall be subject to State's audit requirements and remedies as set forth herein.

11. UTILITIES AND SERVICES

County shall be responsible for all expenses resulting from utilities supplied to the Premises. County shall be responsible for distribution systems and all related expenses within the Premises.

12. INSURANCE

A. Commercial General Liability Insurance: At its sole expense, County agrees to maintain in force during the term of this Agreement comprehensive general liability insurance, insuring against claims for injuries to persons or property occurring in, upon, or about Premises. The insurance shall have limits of not less than ONE MILLION DOLLARS (\$1,000,000) for injuries to person or persons, with TWO MILLION DOLLARS (\$2,000,000) aggregate; and not less than ONE MILLION DOLLARS (\$1,000,000) for property damage.

B. State agrees that County, at County's option, may self-insure the coverage required by this Section.

C. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the Premises and all contents as follows:

- 1) State of California, its officers, agents, and employees are included as additional insured but only insofar as operations and facilities under this Agreement are concerned;
- 2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. No cancellation provision in any insurance policy shall diminish the responsibility of the County to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, County shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this Section, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, County shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

E. County agrees to impose the foregoing insurance requirements on any and all concessionaires and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

13. HOLD HARMLESS AGREEMENT

A. County shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, expert fees, and cost of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by County, or in any way related to the performance of this Agreement by County, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal

law, statute, or regulation, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III (ADA), however caused or alleged to have been caused, provided, however, in no event shall County be obligated to defend or indemnify State with respect to the sole negligence or willful misconduct of State, its employees, or agents (excluding County herein, or any of its concessionaires).

B. In the event State is named as co-defendant in a legal action under the provisions of the Government Code § 810 et seq., and served with process of such legal action, State shall immediately notify County of such fact and County shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney fees.

C. In the event judgment is entered against State and County because of the concurrent negligence of State and County, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

D. State shall indemnify, hold harmless, and defend County, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs (including but not limited to attorney fees, expert fees, and cost of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises by State, or in any way related to the performance of this Agreement by State, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulation, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III (ADA), however caused or alleged to have been caused, provided, however, in no event shall State be obligated to defend or indemnify County with respect to the sole negligence or willful misconduct of County, its employees, or agents (excluding County herein, or any of its concessionaires).

E. In the event County is named as co-defendant in a legal action under the provisions of the Government Code § 810 et seq., and served with process of such legal action, County shall immediately notify State of such fact and State shall represent

County in such legal action as provided herein unless County undertakes to represent itself as co-defendant in such legal action, in which event County shall bear its own litigation costs, expenses, and attorney fees.

F. In the event of conflict between the Agreement and the HCP in regard to HCP activities, the HCP shall prevail.

14. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, each Party shall share costs of proceedings and receive compensation in proportion to their original land acquisition contribution.

15. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by County without obtaining the prior consent of State.

16. NOTICES

Any notice and/or report required to be given or that may be given by either Party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Santa Cruz District
303 Big Trees Park Road
Felton, CA 95018-9660
(831) 335-6318

County: County of San Mateo Parks Department
455 County Center, 4th Floor
Redwood City, CA 94063
(650) 363-4020

Copy to: Department of Parks and Recreation

Partnerships Division
P.O. Box 942896
Sacramento, California 94296-0001

17. DEFAULTS AND REMEDIES

A. Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for sixty (60) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably remedied within the sixty (60) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the sixty (60) day period and thereafter diligently prosecuted to completion.

B. Upon an event of default by State, County shall have the right to terminate this Agreement immediately by providing written notice to State.

C. Upon an event of default by County, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to County. In such event, State shall be entitled to all rights and remedies of law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises and compensation for all detriment proximately caused by County's failure to perform its obligations under this Agreement.

18. TERMINATION

A. Notwithstanding the provisions of Section 17, Defaults and Remedies, either party may terminate this Agreement for any reason. The party who wishes to terminate the Agreement shall give written notice of its intention no sooner than three hundred and sixty five (365) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that the State is the party choosing to terminate the Agreement, the State shall pay to County on the termination date a sum of money equal

to the depreciated cost of the improvements installed or constructed upon the Premises by the County with the following exceptions: (a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which County has been paid or reimbursed by State through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where State terminates this Agreement for any breach on the part of County. In the event of breach, bankruptcy, insolvency, abandonment, or termination of Agreement upon County's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the State.

C. State may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State.

19. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, County shall surrender the Premises to State with all fixtures, improvements, and alterations in good condition with normal wear and tear accepted, except for fixtures, improvements, and alterations that County is obligated to remove. County shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If County fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this section, County shall hold State harmless for all damages resulting from County's failure to surrender the Premises.

County shall remain designated Habitat Manager within lands retained by the San Bruno Mountain HCP.

B. Holding Over: After the expiration or earlier termination of the term and if County remains in possession of the Premises with State's express consent, such possession by County shall be deemed to be a temporary tenancy terminable on thirty

(30) days written notice given at any time by either Party. All provisions of this Agreement, except those pertaining to the term, shall apply to the temporary tenancy.

20. REAL PROPERTY ACQUISITION

It is understood and agreed to by the Parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior approval of State.

21. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

County and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses.

22. NON-DISCRIMINATION

A. Pursuant to PRC § 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

B. County shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations promulgated thereunder (CA Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (2 CCR § 7285.0). County shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other similar agreement. County shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Agreement.

C. In the event of violation of this section, State will have the right to terminate this Agreement.

23. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of County under this Agreement, and without limiting County's responsibility under this Agreement for compliance with all laws, County shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at § 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which County is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, County also shall be responsible for compliance with Government Code § 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code § 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at County's sole cost and expense. Approval from State, which shall not be unreasonably withheld, is required prior to implementation of any plans to comply with accessibility requirements.

24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, County does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against County within the two-year period immediately preceding the date of this Agreement because of County's failure to comply with a federal court order that County shall comply with an order of the National Labor Relations Board.

25. ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION

A. The County shall comply with State's Cultural and Natural resource management mandates in the conduct of all activities that may potentially impact cultural, natural, and/or scenic values. These mandates include but are not limited to the California Environmental Quality Act (CEQA), PRC § 21074 (AB-52), the Memorandum of Understanding between California State Parks and the Office of Historic Preservation Executive Orders W-26-92 and B-10-11, Departmental Notice

2004-02, PRC §§ 5024, 5024.5 and 5097 et seq., the Native American Graves Protection and Repatriation act (NAGPRA) (PL 101-601, 25 U.S.C. 3001 et seq., 104 stat. 3048) Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, California Endangered Species Act, the Federal Endangered Species Act, the Clean Air Act, Clean Water Act, San Bruno Mountain HCP, and the Porter Cologne Water Quality Act. When an undertaking has a Federal nexus, the National Historic Preservation Act (NHPA) - § 106 (36 CFR Part 800.1 to 800.16), and the National Environmental Policy Act (42 U.S.C. § 4321) will be required as well.

B. All resource management projects proposed within the Premises will be undertaken with the oversight provided by the appropriate State staff, specifically Environmental Scientists, State Historians, and State Archaeologists.

C. Sensitive information will be safeguarded from general public distribution as required by state and federal law (Government Code §§ 65040.2(g)(3); 6254.10; 43 CFR 7, § 7.18(a)).

D. In the event of conflict between the Agreement and the HCP in regard to HCP activities, the HCP shall prevail.

26. HAZARDOUS SUBSTANCES

A. On the Premises, County shall not:

- 1) keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
- 2) carry on any offensive or dangerous trade, business, or occupation;
- 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
- 4) do anything other than is provided for in this Agreement.

B. Nothing in this section shall preclude County from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to

be hazardous to health and safety shall be stored, handled, and dispensed as required by applicable regulations and laws.

C. County shall comply with all laws, federal, state, or local, applicable during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney fees and costs, as a result of the County's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, County shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where County is found to be in breach of this provision due to the issuance of a government order directing County to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by County or any person acting under County's direct control or authority, County shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming County, or County incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the County's obligations and occupancy under this Agreement or prior agreements or that were not directly caused by County, the State shall be solely responsible and liable as between County and State for all expenses and efforts in connection therewith, and State shall reimburse County for all reasonable expenses actually incurred by County therewith.

E. County shall ensure that all herbicide applications are in compliance with the San Mateo County Integrated Pest Control Policy and in compliance with all applicable state and federal laws governing use.

27. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior approval of the State. Approval will be granted only when said signs or advertising is consistent

with the purposes of this Agreement. Since County will be operating San Bruno Mountain State Park as well as San Bruno Mountain County Park, County may use the County of San Mateo logo in addition to the California State Park logo.

28. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with State shall be used, circulated, or published without the express consent of State. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in County any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement.

Any trademarks and/or copyrights belonging to County prior to the commencement of the Agreement shall remain in County's sole ownership upon termination of the Agreement.

During the course of this relationship, County shall use the name, County of San Mateo or San Mateo County Parks Department. Any additional and/or different names may be used only upon written agreement of State.

B. Ownership of New Logos and Trademarks Developed During Agreement: Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with State and/or are funded by State Parks shall be approved in writing by State, shall belong to State upon creation, subject to express written agreement otherwise, and shall continue in State's exclusive ownership upon termination of the Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of new Copyrights, Developed by County for State Parks, Absent a Separate Written Agreement: Any copyrighted materials developed and created by County for State during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC § 101 et seq. and shall, unless otherwise agreed to in writing,

belong to State upon creation, and continue in State's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, County intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

County agrees to cooperate with State and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. County Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by County separate and apart from this Agreement shall belong to County and shall continue in County's exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by County during the term of this Agreement and same are proposed for use in connection with County performance under the Agreement, County shall promptly notify State in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

29. GRANT OF STATE'S TRADEMARK LICENSE

A. State hereby grants County, and County hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as "**Exhibit I**" and incorporated herein by reference. After signature by both County and State, this License shall authorize the use of the Trademark and associated goodwill in connection with this Agreement only.

B. A record of each authorized use by County of the Trademark shall be maintained by County and by State.

C. County and State will use the State Park name, Trademark, and brand consistent with the State Parks License/Permission for Use of Trademark-Exhibit A, which is attached hereto as "**Exhibit I, Attachment 1**" and incorporated here by reference, and the State Park Brand Standards Handbook available at

<https://www.parks.ca.gov/pages/735/files/brandhandbookjanuary2007.pdf> .

D. The State Park name, Trademark and brand will not be used on County social media pages.

30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

County acknowledges that State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public. County agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation:

- A. County agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. County agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.
- C. County agrees to rent or sell, along with all other items of merchandise that are part of the County's normal and customary inventory, any item of merchandise that the State approves under this program, provided that County is authorized to sell or rent it under the terms of the Agreement, and the County receives reasonable compensation for its sale.

31. CHILD SUPPORT COMPLIANCE ACT

A. County recognizes the importance of child and family support relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge, County is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. DISPUTES

County shall continue with any and all responsibilities under this Agreement during any dispute unless such dispute substantially limits County ability to carry out its responsibilities.

33. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

34. SECTION TITLES

The Section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

35. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

36. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of who shall be jointly and severally liable hereunder.

37. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

38. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit.

39. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either Party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the County shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

40. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

41. INDEPENDENT CONTRACTOR

In the performance of this Agreement, County and the agents and employees of County shall act in an independent capacity and not as officers or employees, or agents of the State.

42. MODIFICATIONS AND APPROVAL OF AGREEMENT

This Agreement contains and embraces the entire Agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any Agreement between the Parties unless such Agreement be expressed in writing, signed, and acknowledged by the State and County or their successors in interest.

Notwithstanding any of the provisions of this Agreement, the Parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

43. MICELLANEOUS

A. Unless otherwise stated, all reference to “days” in this Agreement shall mean calendar days.

B. Any time County is required to obtain approval, consent, or permission, it shall be in writing.

San Bruno Mountain State and County Park

Operating Agreement #P21OA002

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall be effective once approved by State and control agencies as applicable.

**COUNTY OF SAN MATEO
SAN MATEO COUNTY PARKS**

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

By: _____

By: _____

Name: Nicholas J. Calderon

Name: Armando Quintero

Title: Parks Director

Title: Director

Date: _____

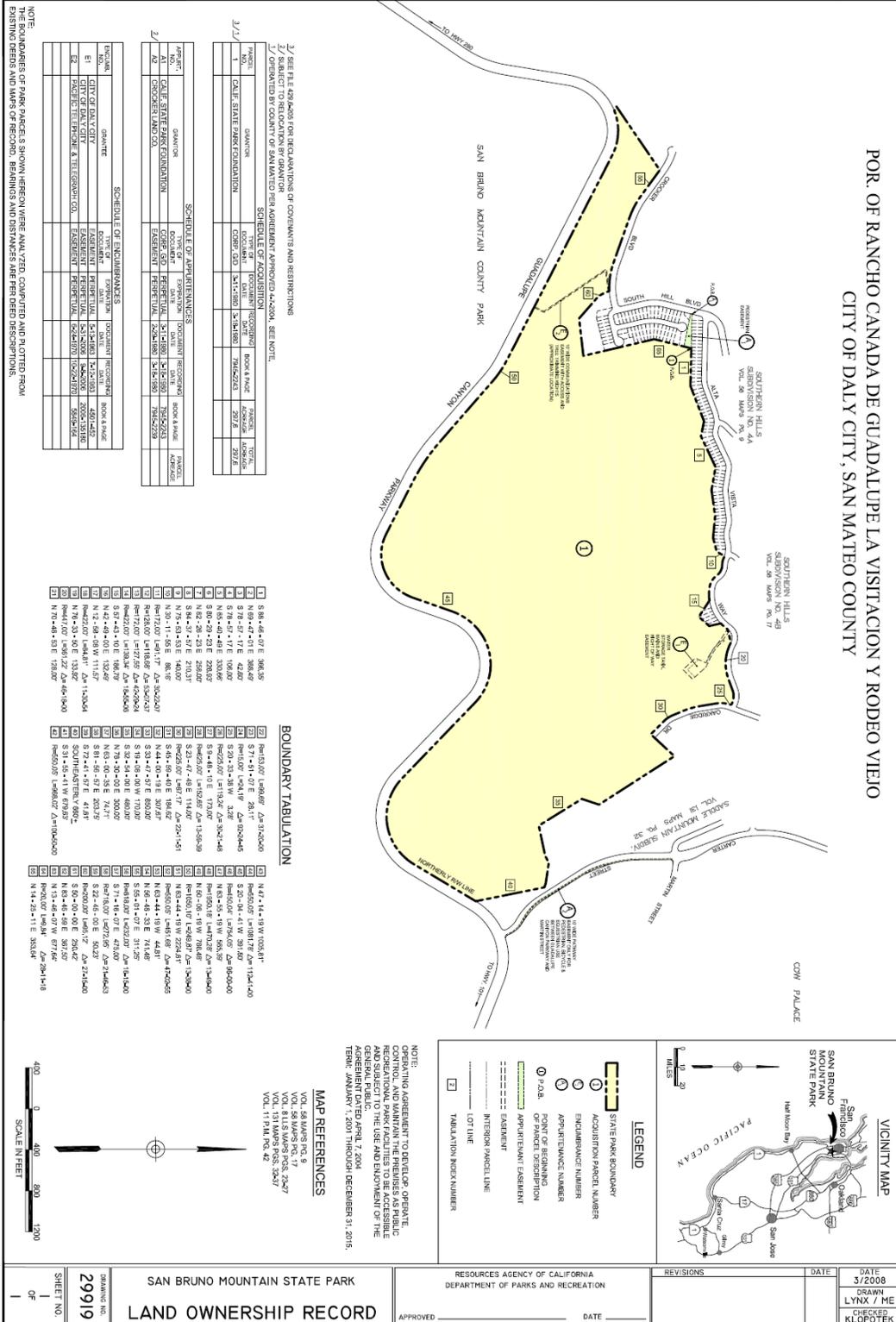
Date: _____

APPROVED:

DEPARTMENT OF GENERAL SERVICE

EXHIBIT A – Premises

File: J:\LandAcquisition_RealPropertyServices\LandOwnershipRecord\Maps\San Bruno Mountain SP_LOR_205_SP23_Foot.dwg Date: April 28 2008 - 2:22 pm User: mevan



STATE OF CALIFORNIA · DEPARTMENT OF PARKS AND RECREATION

State Park and Recreation Commission
STATEMENTS OF POLICY

Including policies adopted/amended/revised

May 1994 · September 1998 · September 2005 · October 2011



Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

TABLE OF CONTENTS

PREAMBLE

I. ADMINISTRATION

- Policy I.1 California Recreation Policy
- Policy I.2 Information and Education
- Policy I.3 Visitor Fees
- Policy I.4 Operating Contracts
- Policy I.5 Advertising, Endorsements, and Sponsorships
- Policy I.6 Financial Management
- Policy I.7 Economic Cooperation
- Policy I.8 Funding Maintenance and Repair Priorities

II. RESOURCE MANAGEMENT

- Policy II.1 Integrity of State Park System Lands
- Policy II.2 Classification and Naming Units, Features, Groves, and Trails of the State Park System
- Policy II.3 Resource Management in State Reserves and State Preserves
- Policy II.4 Preservation of Vegetative Entities
- Policy II.5 Wildlife Management in Units of the State Park System
- Policy II.6 Agricultural Leasing
- Policy II.7 Primitive Roads

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

III. PLANNING, ACQUISITION & DEVELOPMENT

- Policy III.1 Planning
- Policy III.2 Reservoir Areas
- Policy III.3 Acquisition and Development
- Policy III.4 Use of Opportunity Purchase Funds
- Policy III.5 Disposition of State Park Real Property or Artifacts
- Policy III.6 Development of Facilities Within State Parks and State Seashores
- Policy III.7 Conflicting Recreational Use
- Policy III.8 Utilities

IV. PARK OPERATIONS

- Policy IV.1 Off-Highway Vehicles in the State Park System
- Policy IV.2 Non-Motorized Bike Use
- Policy IV.3 Public Safety
- Policy IV.4 Photography and Filming
- Policy IV.5 Facility, Product, or Service Donations
- Policy IV.6 Interpretation
- Policy IV.7 Alcoholic Beverages

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

STATEMENTS OF POLICY
STATE PARK AND RECREATION COMMISSION

PREAMBLE

The function of the California State Park and Recreation Commission and the Department of Parks and Recreation is to acquire, protect, develop, and interpret for the inspiration, use, and enjoyment of the people of the state a balanced system of areas with outstanding natural and cultural resource values and recreational opportunities. These areas shall be held in trust as irreplaceable portions of California's natural, cultural, and historic heritage.

The transfer of care, maintenance, or control of units of the State Park System shall be in agreement with Sections 5003 and 5007 of the Public Resources Code.

Public Resources Code Sections 535, 539 and 540 provide that the Commission shall study the issue of providing recreation in California and shall recommend a comprehensive recreational policy for the State. The Commission reports on and recommends to the Governor needed recreational and park facilities at the state and local level. It establishes general policies for the guidance of the Director of Parks and Recreation in the administration, protection, and development of the State Park System. In determining these policies, the Commission is cognizant of the interest of the public, the State Legislature and Administration, and the duties assigned by law and good business procedure to other departments of government.

A continuing review of park policies is essential to keep them consistent with recreational trends, public needs, and financing requirements, and to see that the aims which led to the establishment of the various units are maintained.

Recommendations from the policy committee shall be circulated for criticism and suggestions; the replies shall be reviewed by the policy committee and submitted to the Commission for adoption. It shall be the responsibility of the Director of the Department of Parks and Recreation, serving as the secretary of the State Park and Recreation Commission, to maintain a current compilation of policy statements and to ensure its dissemination to the Governor, members of the Legislature, the State Park and Recreation Commission, the administrator of the Resources Agency, and to any interested person, institution, or organization.

The responsibilities of the various committees shall be to gather information on their particular subject and make recommendations to the whole Commission for general policies to be adopted. All matters pertaining to Commission business (policy or decision) originating within the Department of Parks and Recreation shall first be submitted by the secretary to the appropriate committee chairman for study and thence by the committee chairman to the full Commission for final consideration and action.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

Besides the creation of general policy statements for the guidance of the Director, the Commission will make recommendations to the Department based upon the results of committee study and/or statements made by individuals appearing at Commission meetings. Since these recommendations are based upon the "public hearing" aspect of the Commission's meetings, they are entitled to much consideration by the Department, but they do not occupy the same position as policy statements, and the Director may for good reason make decisions contrary to such recommendations (Report of Commission on California State Government Organization and Economy). The lines of communication between the Commission and the departmental staff are always through the Director's office.

No State Park and Recreation Commission policy shall be construed in derogation of the legal authority of the Director of Parks and Recreation or of any employee of the Department of Parks and Recreation, nor shall they be construed to authorize or permit to anyone easement, concession, property right, or contractual right which is not otherwise provided for by law.

The facilities of the State Park System, whether operated directly by the Department of Parks and Recreation, by agreement with other jurisdictions, or by contractors, shall be open to all, regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation, or as otherwise provided by law.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.1

2005 CALIFORNIA RECREATION POLICY

Approved by the Commission on 9-23-05 for adoption by the Director of California State Parks

The purpose of the California Recreation Policy is to guide all of California's recreation providers in meeting the recreation needs of our citizens and visitors. The State Legislature has delegated the responsibility of preparing this policy to the California State Park and Recreation Commission. California Public Resources Code, Section 540b, directs that:

The Commission shall formulate, in cooperation with other state agencies, interested organizations and citizens, and shall recommend to the Director (of the Department of Parks and Recreation), for adoption by him, a comprehensive recreational policy for the State of California.

The 2005 California Recreation Policy, which appears on the following six pages, was developed by a diverse group of public and non-profit entities. The policy is intended to serve as a guide to these agencies and organizations as they work to provide Californians with the high-quality recreational opportunities they deserve and have come to expect.

Exhibit B - State Park Commission Policy

California's Recreation Policy 2005

A bold direction for addressing the recreation needs of Californians, encompassing the entire range of recreation and park providers



A multitude of recreational opportunities provide Californians the freedom to fully develop their innate capabilities and creatively use their energies, while enriching their lives and improving their health and sense of well-being. Well-documented research consistently shows that recreation is essential to the physical, emotional, social and spiritual well-being of individuals, neighborhoods and our society as a whole. It is vital that all Californians be provided with an exciting array of opportunities that allow them to pursue their personal recreational interests. In recognition of this far-reaching belief, the State Legislature delegated responsibility for preparing a

Recreation Policy for the State of California to the State Park and Recreation Commission. Public Resources Code (Section 540) directs that:

The Commission shall formulate, in cooperation with other state agencies, interested organizations and citizens, and shall recommend to the Director (of the Department of Parks and Recreation) for adoption by him/her, a comprehensive recreational policy for the State of California.



“There is a saying that the sins of the fathers are often visited upon their children. It is a sad fact that Californians of today are paying the price for times when not enough was done to protect our land, our air and our water. By devoting ourselves to improving California’s environment now, we are ensuring that we do not leave a similar legacy.”

—Governor Arnold Schwarzenegger

The 2005 California Recreation Policy is intended to be broad in scope and considers the full range of recreation activities - active, passive, indoors and out-of-doors. This timely policy considers the means by which recreational opportunities are provided—the lands, waters, facilities, programs and support functions—and it recognizes the considerable health, personal, social, economic and environmental benefits served through the many important dimensions of recreation.

This comprehensive policy is directed at recreation providers at all service levels: federal, state, and local agencies and special districts; private suppliers; and quasi-public or nonprofit organizations. It is intended that all suppliers of park facilities and recreation opportunities will be guided by California’s Recreation Policy as they work to provide the high quality recreation experiences Californians have come to expect and which they deserve.



To simplify and make the process more meaningful, the policy has been divided into five general areas:

1. Adequacy of recreation opportunities
2. Leadership in recreation management
3. Recreation’s role in a healthier California
4. Preservation of natural and cultural resources
5. Accessible recreational experiences

Exhibit B - State Park Commission Policy

1. Adequacy of recreation opportunities

The supply of parklands, waters, open space, recreation facilities and services must be adequate to meet future and current demands, particularly in the State's most populated areas.

It is State policy that:

An ample supply of park and recreation areas, along with their associated open space and natural areas, facilities, beaches and waterways, trails and programs should exist throughout California so all people can safely engage in near-home activities as well as opportunities to visit distant locations for extended leisure time or vacation pursuits.



“Open space means many different things. It

may be a city park or playground; it may be the beauty of the open road; it may be the challenge of the trackless wilderness. Open space—handsome, meaningful, open space available for enjoyment—is not only a dimension of geography but a dimension of life. The protection of its beauty and the preservation and enhancement of its usefulness are important parts of our total conservation.”

—George B. Hartzog, Jr., former Director of the National Park Service



Particular attention should be given to providing access to parklands and natural and developed recreation areas in and near the urban areas where most Californians live. In heavily populated areas, careful attention should be given to the acquisition and protection of natural and cultural resource lands, waters and open space. It is also important to recognize the need for critical recreational facilities in rapidly growing rural areas.

Public service providers closest to the recreation resources, and particularly

to the sources of recreation demand, shall have the primary responsibility for providing comprehensive recreation opportunities. In urban, suburban and rural areas, these essential responsibilities shall generally fall to agencies of the cities, counties and special districts. It will be the responsibility of State agencies to take the lead where resources or recreation demands are of regional or far-reaching significance.

Parklands and trails should be promoted for the broad-scale economic and non-economic benefits they provide, whether through providing opportunities for physical activity, increasing jobs, attracting tourists, supporting local communities, drawing in new businesses to park-friendly communities, providing vital concession operations or increasing property values.



Exhibit B - State Park Commission Policy

2. *Leadership in recreation management*

Leadership, cooperation and partnership must be demonstrated at all levels to ensure quality recreation resources, opportunities, programs and services are provided.



It is State policy that:

The State of California, through its Department of Parks and Recreation, should encourage and actively stimulate and coordinate active participation of federal, state, and local agencies, as well as the private and nonprofit sectors, in providing park and recreation lands, waters, facilities and programs.

Local public and private decision makers have an important leadership role in ensuring that a full range of stimulating, enjoyable and safe recreation experiences are available to their constituents, regardless of their skills, abilities or income levels. The State, by means of grants and technical assistance, shall creatively aid local service providers in the realization of this vision and the vital delivery of these services.

Federal, state and local decision makers and program administrators should weigh the quality of life outcomes associated with park and recreation services in equal measure with other critical community services when considering the allocation of funding and staffing resources.



California's public and private schools, colleges and universities should support their undergraduate, graduate and postgraduate programs for training professionals in park and recreation management. In addition, they should support efforts related to conducting research (e.g., visitor's surveys, facility inventories and activity studies) on park and recreation related subjects and encourage beneficial internship programs at public agencies and non-profit organizations with the understanding that these worthwhile programs provide the future leadership in the park and recreation movement.



Providers in the private, quasi-public and nonprofit sectors are essential partners in the provision of recreation services. They should be encouraged to develop and operate a wide range of recreation resources, and to provide a considerable range of recreation opportunities on both private lands and public lands where appropriate.

Californians should have the opportunity to, and are encouraged to, actively participate as volunteers in support of recreation facilities and programs.

Exhibit B - State Park Commission Policy

3. Recreation's role in a healthier California

Meaningful recreation activities, facilities, programs and increased opportunities for physical activity are vital to improving the health and well-being of Californians.

It is State policy that:

Park and recreation lands, facilities and programs should be recognized as a positive force for individuals, families, communities and society, fostering extensive community pride, increasing productivity, significantly reducing crime and healthcare costs, and play a vital role in preventing significant health ailments through physical activity.

Recreation programs should be available for all Californians, particularly for children and youth, to encourage inventive play and support lifelong physical activity and emotional well-being.



Park and recreation professionals should also promote and support increased physical activity among Californians, which is critical to combating the obesity epidemic and preventing serious, chronic conditions like heart disease and diabetes. Park and recreation professionals should also actively take forward the unified and clear message that abundant parks, sports activities and recreation programs provide

youth the opportunity to be involved in positive, supervised activities, and that recreation services play a critical role in reducing truancy, teen pregnancy, gang involvement and juvenile delinquency while building self-esteem and improving school performance.

Recreation providers should evaluate the availability and adequacy of facilities and programs to serve California's growing number of seniors associated with an aging population and make necessary adjustments to serve this increasingly important population. Senior programs should actively promote healthy lifestyles, physical activity, continued learning, and community engagement, including intergenerational activities.

Park and recreation providers at all levels should seek opportunities to collaborate with other critical social service programs in such fields as education, health care, housing, juvenile justice and social welfare.

Park and recreation professionals should understand and be able to convey the importance of providing quality passive recreation opportunities that assist the user in enjoying the quiet and solitude of a passive experience.



"In today's challenging environment (socially, environmentally, physically, and mentally), I know of no greater cost effective antidote than providing parks and recreation programs and services to the citizens of California. It is vitally important that the mission of parks and recreation be communicated and understood. Our mission is to: protect environmental resources; foster human development; strengthen safety and security; promote health and wellness; facilitate community problem solving; increase cultural unity; support economic development; and provide recreational experiences."
— Jane Adams, Executive Director, California Park and Recreation Society



Exhibit B - State Park Commission Policy

4. Preservation of natural and cultural resources

Educating Californians about their state's invaluable resources is a critical part of ensuring these resources continue to be available for the enjoyment of current and future generations.

It is State policy that:

A comprehensive environmental ethic should be fostered among all Californians, particularly its children and youth, to encourage wise use of the state's finite natural and cultural resources.

Californians should be made aware of California's unique and important environmental, ecological, scenic, historical and educational resources and opportunities contained within parks, recreation areas, open space and resource lands.

Inspiring educational materials should be available that have consistent core messages designed to conserve, protect and respect resource values and raise individual awareness to potential concerns.



Attention should be given to the conservation of critical habitat for special status plant species and wildlife, and the restoration of important natural areas such as wildlife corridors and wetlands. The preservation of and education about cultural and historic resources such as archaeological sites, historic trails or notable buildings should receive similar noteworthy attention.

To ensure resource lands, waterways and habitat will continue to be available for future generations, consideration should be given to protecting working farms and ranch lands with important natural and cultural resources through voluntary land protection agreements.



Recreation areas should be planned and carefully managed to provide optimum recreation opportunities without damaging significant natural or cultural resources.

Management actions should strive to correct problems that have the potential to damage sensitive areas and degrade resources.



Exhibit B - State Park Commission Policy

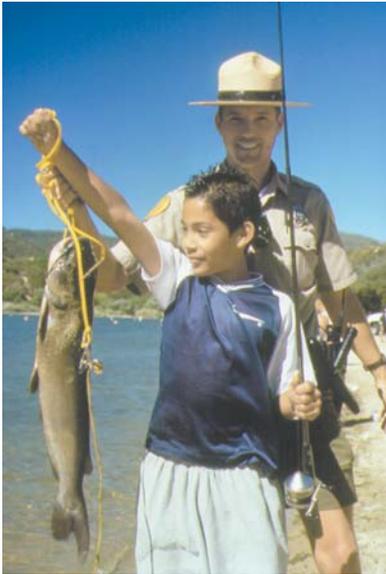
5. Accessibility to all Californians

All citizens have the right to enjoy California's park and recreation legacy.

It is State policy that:

Physical barriers and administrative obstacles whenever possible should be eliminated so California's park and recreation lands, waters, facilities, activities and programs are accessible to all who want to enjoy them.

Through careful planning and farsighted parkland acquisition in California's urban areas, Californians should have safe access to a park or other recreation area within walking distance of where they live.



Low income communities and communities embodying California's great diversity should be provided the same access to healthful outdoor settings, well-maintained facilities, and professionally competent programs as are enjoyed by all other Californians.

Employees of park and recreation service providers at all levels should reflect the diversity of California's people in order to better understand the needs and preferences of California's changing population.



Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.2

INFORMATION AND EDUCATION

(Amended 5-4-94)

The State Park and Recreation Commission is a public agency. As such, its meetings are public meetings, open to attendance by the people.

Adequate notice of regular and special meetings of the Commission shall be given to the public through the usual news media and/or through releases mailed to interested persons and organizations. The presence of representatives of the press, radio, television, and other news media is to be welcomed and encouraged. However, the filming or recording of Commission meetings will be permitted only by prior arrangement. Such advance requests will be submitted to the secretary of the Commission ten days prior to the meeting.

Copies of proposed general plans shall be made available to the public at appropriate unit and district offices, appropriate county park and recreation offices and board of supervisors offices, and at one or more public libraries in the vicinity of the unit.

The public shall be kept informed of the development and use of the State Park System. Information should contain not only the current operation of the existing State Park System but the planning for future facilities and services.

A continuous effort must be maintained to see that all personnel of the Department of Parks and Recreation, and in particular the field personnel who are in regular contact with the public, are well informed about the current activities of the Department and the Commission.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.3

VISITOR FEES

(Amended 5-4-94)

The Department may establish and collect entry, facility use, and program fees. In doing so, the Department shall consider the following: affordability to the public; the level of service and facilities being provided; cost of operation; the Department's practical ability to collect fees; the fees of similar facilities in the area; and the necessity to establish and meet revenue goals.

Fees may be adjusted annually. At least sixty days prior to the declaration of any fee increase, the Department shall hold a public hearing.

Overall revenue from fees should represent a return which recognizes the reasonable need to share the costs incurred by users and the value received by all people of the state from quality park units and services.

Fees may be waived or reduced for: School groups (K-12) and their escorts when used for educational purposes in accordance with Public Resources Code 5010.2; State hospital patients and their attendants in accordance with Public Resources Code 5010; minors; economically disadvantaged persons; seniors; disabled persons; when it is in the best interest of the Department to do so, such as special commemorative events, recognition of special groups, for marketing or public relations, or comparable purposes; as needed to respond to site-specific concerns such as climatic conditions, usability of resources, and existence of competing facilities in the area.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.4

OPERATING CONTRACTS

(Amended 5-4-94)

The following general policy is applicable to all new, renewed, or amended operating contracts entered into by the Department or its operating agents:

1. General Statement of Policy

Recognizing the role that concessions play in assisting the Department to accomplish its diverse mission of preserving the State's most valued natural and cultural resources and providing opportunities for high-quality recreational, educational experiences, it is the Department's policy to:

Enter into contracts to provide services, products, facilities, and programs to enhance visitor use, enjoyment, safety, and convenience.

Ensure that concession developments, programs, or services are compatible with a unit's classification and general plan provisions.

Actively seek and promote concession opportunities where appropriate throughout the State Park System and at other appropriate locations outside the Park System. Resulting contracts shall not create added financial burden on the State, and shall either reduce costs and/or generate revenues that aid in developing, operating, interpreting, maintaining, and expanding the State Park System.

Encourage private-sector capital investment for the development of needed facilities in State Park units through contracts.

In executing this policy, the Department and its operating agents shall adhere to all pertinent provisions of the Public Resources Code. The Commission, in its review of the general plan for units to be operated by operating agents, shall make a determination that the unit or facility will be operated in a manner that generally meets the standard followed by the Department in its own operation of similar units. In this connection the Department shall prepare, with the advice and consent of the Commission, a standard manual dealing with on-site retail activities including such matters as merchandising, store design, display fixtures, etc. This manual will be used to establish continuity and enhance the image and quality throughout the system. As appropriate, concessionaires and cooperating associations will honor all state-wide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

2. Concessions Planning

Opportunities for appropriate concession arrangements shall be considered in each phase of the Department's planning process that leads to acquiring, developing, rehabilitating, operating, or interpreting park units.

In historic structure restoration or reconstruction planned for accomplishment through concession contracts, and where the subject structure(s) shall be occupied by a concession operation, the Department shall, to the extent possible, first perform necessary archeological, architectural, and/or historical authenticity studies of the proposed project prior to finalizing a contract for such work or building use.

Proposed concessions requiring significant capital investment shall be studied for overall benefit to the Department and for their economic feasibility. Such studies shall be the basis for determining project viability as well as contract term, rental payments, and other contract provisions.

3. Interpretive Contracts

The Department shall consider an interpretive contract opportunity to exist when the facility, service, product, or program contracted for shall directly relate to an interpretive theme, interpretive plan, or general plan for the unit. In such cases, the Director shall have the option to enter into a contract through an open bid process or through a sole-source contract when such contractor will have demonstrated a unique knowledge, experience, or ability associated with the interpretive subject. The interpretive concession contract shall specify the interpretive goals and objectives to be achieved by the concession.

4. Attracting Small, Minority-Owned, Women-Owned, and Disabled-Owned Business Operators

It is the policy of the Commission to cultivate and encourage small businesses, women-owned, ethnic and racial minority-owned, and disabled-owned/operated businesses as operators in the State Park System. Opportunities shall be announced and advertised in selected target media to aid in achieving this goal.

5. Concessions Competing with Outside Businesses

It is the Commission's policy to generally encourage private business to provide facilities, products or programs outside state park unit boundaries which will also serve to provide convenience services to park users. In those instances where such private conveniences are not available, concession facilities may be provided within the park.

6. Proposed Concessions and Contracts Under Operating Agreements

Proposals for future concessions which may be recommended in the concessions element of the general plan, and proposed contracts which the Department or its operating agents present to the Commission for its approval prior to bidding, negotiation, or amendment pursuant to Public Resources Code Section 5080.20(a), shall be carefully reviewed by the Commission for consistency with paragraphs one through five of this policy.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.5

ADVERTISING, ENDORSEMENTS, AND SPONSORSHIPS

(Amended 5-4-94)

The Commission and the Department shall actively solicit endorsements and sponsorships for parks, facilities, publications and services from businesses, individuals, and other entities. Such endorsements and sponsorships will cover all present and future costs and provide revenue to the Department. Sponsorship of special events shall entail sufficient funds to cover the costs of the events. Generally, units of the State Park System are not considered venues for advertising. However, acknowledgment of sponsorship may include display of corporate logos, products/services, or other identifying signage.

Display of corporate logos, products/services, or other identifying signage shall not degrade the natural and cultural resources of the unit or interfere with the visitors' enjoyment of the parks' aesthetic values. The Director shall have developed guidelines which prevent such degradation and interference.

No advertising or sponsorship of tobacco products or alcoholic beverages is permitted without the express approval of the Director.

The Director shall report to the Commission at regular Commission meetings on the status of existing and potential sponsorships.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.6

FINANCIAL MANAGEMENT

(Amended 9-16-98)

The California State Park and Recreation Commission, having a committed interest in the financial stability of the Department and the economic viability of proposed projects as a matter of policy, will review and offer advice to the Director on:

- Financial pro-formas for those components of General Plan amendments that provide opportunity for significant revenue generation, or require significant expenditures by the Department;
- Feasibility studies, draft concession bid packages, Request for Interest and Requests for Proposals which are of a magnitude that requires review and approval by the California State Legislature;
- Financial pro-formas or feasibility studies for major construction projects.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.7

ECONOMIC COOPERATION

(9-16-98)

The Department will encourage relationships with support organizations, foundations, cooperating and interpretive associations, and related organizations, as well as with commercial sponsors and concessionaires. The relationship of such organizations and entities to the Department shall generally be regulated by Commission policies and, where appropriate, by formal contracts.

All non-profit organizations and cooperating associations working in partnership with the Department should be encouraged to develop programs and projects to raise funds. Such programs and projects shall be approved by the Department prior to initiation. Financial records of organizations working in partnership with the Department shall be made available to the Department on an annual basis.

Further, the Department shall seek opportunities to effect productive interagency initiatives with other governmental entities. Such initiatives may include joint marketing efforts, building of information bases, and sharing of staff and resources for other projects of mutual benefit. Such initiatives should focus on those projects which foster tourism within California and a positive image of the state, and which effectively market the State Park System.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY I.8

FUNDING MAINTENANCE AND REPAIR PRIORITIES

(9-16-98)

The Commission, recognizing that financial resources are limited, thereby preventing the Department from maintaining sites at their full potential, establishes the following priorities for discretionary fund expenditures.

In establishing funding priorities, the Department should give priority to projects which deal with:

- Public health, safety, and damage resulting from natural disasters;
- Statutory requirements;
- Meeting the needs of park visitors;
- Making available ongoing funding for support and maintenance in the future;
- Broad and multiple State objectives including projects that provide savings in State operations or avoid future State costs.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.1

INTEGRITY OF STATE PARK SYSTEM LANDS

(Amended 5-4-94)

Land acquired for the use and enjoyment of the people according to the statutes governing the State Park System is classified for use and enjoyment by this and future generations as: (a) State Wilderness; (b) State Reserves; (c) State Parks; (d) State Recreation Units; (e) Historical Units; (f) Natural Preserves; (g) Cultural Preserves; (h) State Beaches; (i) State Seashores; (j) Trails; and (k) Wayside Campgrounds.

Land acquired for the State Park System shall be dedicated to public use and managed in accordance with its classification, the Public Resources Code, the Department's adopted Resource Management Directives, and as outlined in approved resource elements of general plans.

Subject to provisions of law and to general policy established by this Commission, the Director of Parks and Recreation shall, wherever possible, provide for the use of State Park System lands as classified and planned, and shall not grant nonconforming uses without the concurrence of the State Park and Recreation Commission.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.2

**CLASSIFICATION AND NAMING UNITS, FEATURES, GROVES, AND TRAILS
OF THE STATE PARK SYSTEM**

(Amended 5-4-94)

The following procedure will be used to identify, classify, and name units of the State Park System:

1. Unit Project Name

A unit project name may be used by the Department of Parks and Recreation throughout the initial phase of site selection, planning, and acquisition of a unit to be added to the State Park System. The project name, so far as possible, will be based on the criteria outlined in Paragraph 3 below.

2. Classification and Naming

- a. Following the acquisition of and preparation of a resource inventory for a new unit of the State Park System, the Department will provide the secretary of the Commission with a recommendation containing the unit's permanent name and classification.
- b. The type of classification shall be governed by existing State law, principally the Public Resources Code, Division 5, Chapter 1, Article 1.7, Section 5019.53, et seq.
- c. With regard to naming, the Department's recommendation will be based on the criteria outlined in Paragraph 3 below and any existing State regulations.
- d. Upon receiving a recommendation for the classification and naming of a unit of the State Park System, the secretary of the Commission will select the time and place for holding a public hearing before the Commission for this specific purpose. The secretary will ensure that the hearing is properly announced in accordance with existing State regulations in order that the classification and naming as adopted by the Commission may be recorded and made a part of Title 14 of the California Code of Regulations.

3. State Park System Unit Names

In most cases, a unit should bear the name to which it has been accustomed due to location, association, history, natural features, or general usage. Changing the name of a classified unit is strongly discouraged. A unit may be named by the Commission in honor of a person living or deceased, or a group, organization, or other entity which has rendered services of statewide significance to the State Park System.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

4. Naming of Features Within Units of the State Park System

The Director may approve the use of a name to identify a feature within a unit of the State Park System when this action is necessary or desirable for any reason, such as ease in identifying a feature for users of the system, preparation of maps, recognition of deserving individuals or groups, organizations or other entities. Names so selected may be altered or changed by the Director as conditions warrant. The approval of a map or the use of a sign identifying a feature shall constitute the Director's approval and the recording of the Director's actions.

5. Memorial Groves

The Commission reserves the privilege of approving the selection and names given to memorial groves within the State Park System. Sections or areas within units of the State Park System may be permanently set aside as memorial groves for any reason approved by the Commission. However, generally, memorial groves will be approved and named only to honor individuals or organizations who have donated at least \$5,000 or one-half of the present market value of the area to be named. Memorial plaques approved by the Department shall be used to identify such areas. These plaques shall include a statement of the State's participation in the acquisition of the grove if appropriate. Memorial groves will be indicated on an official map left in the headquarters of the unit concerned and in the archives of the Commission. The naming of a memorial grove will not have any effect on the area, section, or unit name of a unit of the State Park System.

6. Memorial Trails

The Commission reserves the privilege of approving the selection and names given to memorial trails within the State Park System. Areas within units of the State Park System may be permanently set aside as memorial trails for any reason approved by the Commission. However, generally, memorial trails will be approved and named only to honor individuals or organizations who have donated at least \$5,000 or comparable service for trail improvements. Memorial plaques approved by the Department shall be used to identify such areas. These plaques shall include a statement of the State's participation in the establishment of the trail if appropriate. Memorial trails will be indicated on an official map in the headquarters of the unit concerned and in the archives of the Commission. The naming of a memorial trail will not have any effect on the area, section, or unit name of a unit of the State Park System.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.3

RESOURCE MANAGEMENT IN STATE RESERVES AND STATE PRESERVES

(Amended 5-4-94)

The protection of ecological, scientific, natural, and cultural values is of primary importance in areas identified as State Reserves and Natural and Cultural Preserves. The general plan developed for such areas shall recognize the importance of the resource and the necessity for protection. The Director may provide limitations on management and use to safeguard the identified resources.

In a Reserve or Preserve, facilities and activities shall be limited to those required to permit interpretation, public observation, understanding of the prime resources, and scientific research. They shall conform to the resource element of the unit's general plan. An interpretive program should be established whenever possible to share with the public the values of the Reserves and Preserves.

The Director may restrict general public use up to one year when research conducted by qualified persons or organizations is authorized and is essential to the attainment of long-term management goals as defined in the resource element of the general plan and will contribute to public knowledge and enjoyment through its findings. Restrictions of public access for periods longer than one year shall be established only upon approval of the Commission.

The Commission should be informed of all major scientific and educational programs conducted in Reserves or Preserves by the Department or outside agencies or individuals.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.4

PRESERVATION OF VEGETATIVE ENTITIES

(Amended 5-4-94)

It shall be the policy of this Commission, in concert with other agencies and organizations, to acquire and preserve outstanding examples of native California species; and to acquire and perpetuate significant natural plant communities, associations, and examples of rare, endangered, endemic, or otherwise sensitive native California plants, as indicated on state and federal lists.

Whenever possible, significant vegetative entities shall be acquired in natural ecological units so that their integrity may be better perpetuated.

In order to maintain the genetic integrity and diversity of native California plants, revegetation or transplant efforts in the State Park System will be from local populations, unless shown by scientific analysis that these populations are not genetically distinct from populations being proposed for use. If local populations have been decimated, the closest, most genetically similar population(s) to that State Park System unit will be used.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.5

**WILDLIFE MANAGEMENT IN UNITS
OF THE STATE PARK SYSTEM**

(Amended 5-4-94)

Programs of wildlife management involving the propagation or reduction of animal species may be carried on in the State Park System only where necessary to safeguard the health and safety of State Park System visitors, the general public, or when the preservation of native wildlife species involved is threatened. The purposes of the State Park System include protection of native wildlife in a natural status within State Park System unit boundaries; therefore, programs of wildlife management involving the introduction and propagation of missing species or the reduction of existing species population may be undertaken only after careful study of the effect of such management on the ecological stability of the area and approval of the management program by the Commission.

In order to maintain the genetic integrity and diversity of native California wildlife, animals transplanted within the State Park System will be from local populations, unless shown by scientific analysis that these populations are not genetically distinct from populations being proposed for use. If local populations have been decimated, the closest, most genetically similar populations to that State Park System unit will be used.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.6

AGRICULTURAL LEASING

(Amended 5-4-94)

Generally, grazing or agricultural leasing is considered incompatible in units of the State Park System. However, a general plan may include a grazing or agricultural activity that is found to be fundamental to enhancement of the visitor experience or resource values, such as historic interpretation or resource management.

The Director may, with the concurrence of the Commission, permit grazing or agriculture where it is for the benefit of the unit and consistent with its classification. The Director shall carefully weigh the environmental consequences of grazing or other agricultural leases on the natural, cultural, scenic, and recreational resources of the unit.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY II.7

PRIMITIVE ROADS

(Amended 5-4-94)

Primitive roads in units of the State Park System are ingress and egress routes established by the Department to make certain natural or historical features more easily available for enjoyment by park visitors.

Title 14, Division 3, of the California Code of Regulations prohibits the operation of any type of vehicle in State Wildernesses or Natural Preserves.

Where vehicles are not expressly prohibited, visitors using primitive roads are authorized to do so only for the purposes for which such routes were established. Visitors shall keep their vehicles on the designated routes at all times, shall operate their vehicles so as to minimize the occurrence of both noise and dust, and shall use these primitive roads in ways that do not detract from the enjoyment of the natural or historical features by other visitors who may be in the area.

In existing units of the State Park System for which general plans have been approved prior to the adoption of this policy, proposals for primitive roads shall be submitted by the Director to the Commission for approval. New or revised general plans that are submitted to the Commission shall indicate primitive roads as recommended by the Director, and approval of such plans by the Commission shall be evidence of approval for the primitive roads included.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.1

PLANNING

(Amended 5-4-94)

Planning is one of the Department of Parks and Recreation's most important responsibilities to ensure the reservation of California's natural, cultural, historic and recreational resources.

Recreation Planning

Advanced planning shall consider, on a statewide basis, local and statewide recreation needs and competitive demands for land uses. Such planning shall be done in cooperation with appropriate agencies within federal, state, district, county and city jurisdictions. The Department of Parks and Recreation shall encourage and assist these agencies to assume their share of responsibility. The Department will develop with these agencies plans that will meet the public recreational needs with minimal gaps or overlaps in services.

Planning shall anticipate the types, qualities, and extent of need for recreation, and shall determine the potential areas, facilities, and services to meet these needs. Estimated costs for acquisition, development, and operation shall be determined, as will the land carrying capacity.

Resource Planning

Resource planning shall ensure on a statewide basis that representative and outstanding examples of California's natural and cultural resources are protected and made available for the enjoyment and inspiration of present and future California citizens and visitors. Planning shall periodically assess the resource values existing in the State Park System and further shall analyze which natural and cultural resources within the state are of the highest priority as additions to the State Park System. This planning must give special consideration to those areas that are threatened and to resource carrying capacity.

Reporting

The Director of Parks and Recreation shall periodically inform the Commission of departmental planning activities by appropriate reference in his "Director's Report". By April of each year the Director shall present to the Commission a comprehensive report reflecting the long-range objectives and the status of current plans.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.2

RESERVOIR AREAS

(Amended 5-4-94)

The Legislature has specifically recognized the key importance of federal, state, and local reservoir areas in meeting California's recreational needs.

The Commission shall urge all levels of government to make reservoir areas available for recreation and, where appropriate, to provide sufficient funding for the operation and maintenance of these areas. The recreational development of these areas shall have high priority in the Department's planning process. The plans for use must also provide protection for significant scenic, natural, and cultural resources.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.3

ACQUISITION AND DEVELOPMENT

(Amended 5-4-94)

A balanced program for the acquisition of land and development for public use is vital to the State Park System and must be maintained commensurate with the needs of the state's current and projected populations. This program should make acquired lands available to the public as soon as feasible.

Where acquisition and/or development will significantly benefit a nearby community, the Department shall seek a portion of the cost of the acquisition or development from that community and encourage volunteerism and community participation.

Where properties are purchased through the assistance of others (including land trusts and other non-profit organizations), the Department shall require a full disclosure of pertinent financial aspects associated with the proposed cooperative project, prior to making a formal funding commitment. Such disclosure shall include (but not be limited to) an estimate of anticipated profit, if any, that will be realized by the project participant(s).

The capital outlay program, regardless of funding sources, should emphasize acquisition, resource management, and recreation development. The Department will report to the Commission by April of each year its proposed capital outlay program for the next fiscal year. At the end of each fiscal year, the Department shall report to the Commission summarizing the capital outlay activities of the previous year.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.4

USE OF OPPORTUNITY PURCHASE FUNDS

(Amended 5-4-94)

Opportunity purchase funds are appropriated to the Department to acquire parcels of land for the State Park System under the following conditions:

1. The land to be acquired is within the approved boundary or contiguous with the boundary of an existing unit of the State Park System.
2. Lands to be acquired are relatively low-cost additions, tax-delinquent property, right-of-way and/or other servitudes on existing State Park System lands, or other acquisitions of limited acreage.
3. Timing is critical and the property being offered to the Department may not be available for purchase long enough to be procured through the normal budgetary process.

Use of opportunity purchase funds to acquire lands at less than fair market value is encouraged. The Director shall give special consideration to use opportunity purchase funds for the purchase of property rights-of-way and of other servitudes on existing State Park System lands heretofore inactive but in danger of being activated to the detriment of the State Park System.

The Director shall inform the Commission regarding the use of funds appropriated to the Department for opportunity purchase.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.5

DISPOSITION OF STATE PARK REAL PROPERTY OR ARTIFACTS

(Amended 5-4-94)

There shall be an ongoing departmental review of State Park System lands to determine their continuing suitability for Park System purposes. Reports on holdings considered unsuited for State Park System use shall be presented yearly to the State Park and Recreation Commission.

Before real property within the State Park System is sold, transferred, or otherwise disposed of by the Department of Parks and Recreation, the Director of Parks and Recreation shall inform the State Park and Recreation Commission with respect to such disposition. The Commission may advise the Director or make a recommendation to the Director with respect to any such disposition.

Generally, artifacts owned by the Department of Parks and Recreation shall not be sold, but their image or form may be duplicated for sale or licensed.

Artifacts owned by the Department that are determined to be surplus to its need, or unrelated to its mission, may be disposed of in keeping with the Department's Collections Management Policies.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.6

**DEVELOPMENT OF FACILITIES WITHIN STATE PARKS
AND STATE SEASHORES**

(Amended 5-4-94)

In determining whether a public use facility proposed for a unit classified as a State Park or a State Seashore meets the statutory provision of Public Resources Code 5019.53 and 5019.62 related to "attractions in themselves", the Commission will consider the following guidelines:

The use of the facility should be consistent with the mission and values of the State Park System, and users of the proposed facility would visit the unit to experience park values and recreational opportunities.

The facility would provide for additional compatible recreational or educational opportunities accessible to all the public.

The facility will be compatible with natural and historical resources and historical periods identified in the unit's general plan and should be designed to contribute to the enjoyment of the natural and cultural resources.

The facility requires a location within the park unit to fulfill its purpose.

The facility shall have a written finding discussing its consistency with the above-mentioned guidelines.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.7

CONFLICTING RECREATIONAL USE

(Amended 5-4-94)

Where there are conflicting, though legitimate, demands for recreational use of a State Park System unit, the Department will make every effort, consistent with public safety, to provide opportunities for such uses through separation according to time or location, or through similar operational measures.

If the Commission finds that a specific recreational use is damaging to the unit's natural or cultural resource values or to the health, safety, or welfare of visitors, it shall be re-evaluated and may be restricted by the Department.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY III.8

UTILITIES

(Amended 5-4-94)

Utilities shall be placed underground in units of the State Park System. Exceptions may be permitted by the Director where undergrounding is not economically feasible or where the environmental quality of the area is not harmed.

All right-of-way grants to utility companies shall require that utilities be placed underground unless, in the opinion of the Director, special conditions prevail which would make this action impractical. Rights of way or easements generally should be for a specified period of time. However, exceptions may be made by the Director where necessary upon his finding that this action would be in the best interests of the State Park System. Rights of way or easements may be granted where otherwise appropriate with the provision that the right of way or easement may be moved upon a finding of the Director that their location interferes with future development, and shall be under the terms and conditions in the best interest of the State Park System.

It shall be the objective of the Department of Parks and Recreation ultimately to achieve the undergrounding of all existing above-ground utilities.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.1

OFF-HIGHWAY VEHICLES IN THE STATE PARK SYSTEM

(Amended 5-4-94)

It is the policy of this Commission that motorized vehicles must be highway licensed to be permitted on primitive roads or designated routes of travel in any units of the State Park System unless designated as an Off-Road Vehicular Recreation Area or on specific areas authorized by the general plan. Snowmobiles may be excluded from this policy by the Director of the Department of Parks and Recreation at those times and places where their use is not damaging to the natural resources or disruptive to general public enjoyment.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.2

NON-MOTORIZED BIKE USE

(Amended 5-4-94)

Preface

This policy is based on the recognition: that bicycling on unpaved roads and trails (non-motorized biking) has become a popular recreational activity; that providing areas for non-motorized biking in the State Park System is consistent with our mission to provide recreation opportunities for the general public; and, that the increasing use of mountain bikes has created a need to develop management policies to reduce the potential conflicts with other users and the impact on park resources.

Policy

This policy is intended to provide for non-motorized bike use that is consistent with the Department's responsibilities to all users and to the stewardship of park resources.

Generally, paved and unpaved* park roads are open and trails closed to bicycles. This policy will take effect for trails after district management completes a use determination of major trails and the signing of each. Unpaved roads may be closed and trails opened upon a written determination by the district superintendent that specifically considers criteria as outlined in this policy. Trails currently approved for non-motorized bike use should be given special consideration for continued use, based on criteria below.

Specific Restrictions

1. Bicycles will be operated, especially when passing users, at a safe speed and in a responsible manner as determined by Department staff.
2. Bicycles are prohibited in areas classified as wilderness.
3. Bicycles are allowed only on paved roads in State Reserves and in Cultural or Natural Preserves.
4. As with other trail uses, off-trail or off-road (cross country) bicycle use is prohibited in all units.

*Unpaved park roads are defined as fire roads, dirt roads, and service roads with a width of over 60 inches.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

Determination Criteria

1. Safety of bike user and other users:
Width, slope, visibility, grade, length, surface of road or trail
2. Impact of trail/road use on the unit's environment:
Wildlife, plants, cultural resources, soil condition, and aquatics
3. User Conflicts:
Impact on recreation experience of other users
4. Volunteer participation by members of the mountain bike community in conjunction with efforts of other trail users:
Volunteer patrols, trail/road building and maintenance, and user education
5. Purpose of the area within the unit:
Zones (primary historic zone, open space, entrance, etc.), interpretive trails
6. Compatibility with adjoining land management of trail/road corridor
7. Demonstrated demand for activity
8. Ability to accommodate activity:
Staffing, including volunteer patrols
Carrying capacity
9. Seasonal conditions which might require periodic closure
10. Type of trail/road:
Point-to-point access
Through travel
Loop trails

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.3

PUBLIC SAFETY

(Amended 5-4-94)

As a corollary of its charge to administer, protect, and develop the State Park System the Department of Parks and Recreation has a responsibility for the safety of visitors and personnel. Every reasonable precaution shall be taken to reduce or eliminate existing and potential hazardous, dangerous, and defective conditions, if any, which are sources of injury to persons and property.

The Director of Parks and Recreation shall formulate and implement departmental procedures to provide for the detection and reduction of dangerous or potentially hazardous conditions. Such procedures shall also provide for a program of adequate inspection on at least an annual basis in all units of the State Park System, and more frequently in areas of heavy use.

The Director of Parks and Recreation shall furnish such procedures and cost information to members of the Commission annually, and shall thereafter advise of amendments thereto.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.4

PHOTOGRAPHY AND FILMING
(Amended 5/4/94)

The use of photographic equipment in units of the State Park System will be subject to appropriate rules and regulations. Photography for non-commercial personal purposes is to be encouraged as a means of enhancing visitor enjoyment of units in the State Park System and extending the benefits and influences of the recreational experience.

It is the policy of the Commission for the Department of Parks and Recreation to work cooperatively with businesses, which includes allowing the responsible use of State Park System units by commercial, still and motion picture photographers. The Commission recognizes that such use is a valuable contribution to the economy and tax base of the State of California and can be an effective marketing tool for the State Park System. When filming occurs, the Department will be encouraged to recover all direct and associated costs. Photographic activities in the State Park System shall not result in substantial or permanent alteration of landscape, damage or danger to wildlife, plant life, cultural resources or other resources, or unduly restrict use or access by the public. Filming companies that film in park units should, where appropriate, include recognition of the Department and of those units in their credits.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.5

FACILITY, PRODUCT, OR SERVICE DONATIONS

(Amended 5-4-94)

The Department may accept donations of facilities, products, services, programs, or money when such offers are found by the Director and the Commission to be consistent with the goals and objectives of the Department. In accepting such offers, the Director may consider the appropriateness of such materials, services, or programs for use in systemwide or specific units, portions of units, or benefit by the State Park System. Whenever the need for donations is identified in advance, the Department shall solicit offers of products and services from more than one source.

Donations of tobacco or alcoholic beverage facilities, products, services, or programs shall not be accepted unless approved by the Commission.

The Department may accept goods or services in lieu of fees charged for short-term concession rentals or special events when, in the judgment of the Director, such goods and services are appropriate and are of comparable value to the unit or the Department.

Where the Department has accepted appropriate donations of commercial products, facilities, services, or programs in accordance with the criteria established in this policy, such donations may be publicly acknowledged by resolution of the Commission. When donor recognition is shown on a plaque or on donated items, it shall be in keeping with the park use and in a manner appropriate to the donation, as determined by the Department. Commercial logos shall be of size and placement approved by the Department.

Exhibit B - State Park Commission Policy
State Park and Recreation Commission
STATEMENTS OF POLICY

POLICY IV.6

INTERPRETATION

(Amended 5-4-94)

The primary interpretive policy of the Department of Parks and Recreation is to heighten and increase public understanding, appreciation, and enjoyment of the natural, cultural, historic, and recreational values of California as represented in the State Park System; to increase public understanding and concern for people's place in their environment, and thereby provide an increased desire to protect and enjoy the natural and cultural heritage of this state.

In the planning, development, and implementation of interpretive programs in the units of the State Park System, the Department of Parks and Recreation shall identify and emphasize all interpretive values and features for each unit by requiring the preparation of both an "interpretive prospectus" and an "interpretive plan."

Programs shall be developed for each unit and should be easily available to park users. For each historical unit, all features and circumstances which make the unit important will be identified, and the primary period within which human activities or events were of the greatest significance will be established. Preservation and interpretation need not be restricted to that period but will be related to it in emphasis and action.

To the widest extent practical, the Department of Parks and Recreation shall encourage the participation of volunteers in its interpretive efforts. Such participation may serve to complement the efforts of the Department's professional staff, to gain the special skills and abilities of individuals willing to share their knowledge with others, and to strengthen the relationship of individuals, groups, and the community with their State Park System.

The Department of Parks and Recreation shall assure that all personnel, including volunteers, seasonal employees, and permanent staff are oriented and appropriately trained in interpretive techniques and the significant natural, cultural, and recreational resources of their assigned park unit and the state.

Exhibit B - State Park Commission Policy

CALIFORNIA STATE PARK AND RECREATION COMMISSION · STATEMENTS OF POLICY

**Policy IV.7
ALCOHOLIC BEVERAGES**

REVISED 10-21-11

This Commission policy addresses the sale of alcoholic beverages within the State Park System; the policy gives the Director the opportunity to balance issues of public health and safety, potential economic benefit to the Department, and the possible enhancement of certain units for the public. The Commission recognizes the sale, manufacture, possession and licensing to sell such beverages is regulated by the Business and Professions Code, and by the rules and regulations of the Department of Alcoholic Beverage Control and other state agencies. This policy in no way seeks to interfere with implementation of those statutes, applicable policies or regulations of other state agencies. In establishing this policy, it is the Commission's intent to provide general guidance to the Director for the approval of the subject sales and to describe the circumstances under which the sales of alcoholic beverages may be permitted within the State Park System.

The use of alcoholic beverages in the State Park System has presented both management and enforcement challenges for the Department, while at the same time it is recognized that the controlled opportunity to make alcoholic beverages available to the public can, under the right circumstances, broaden the appeal of concession services at certain units, serve the interests of park visitors and provide an economic benefit to the State Park System.

Therefore it is established:

The Director of the California Department of Parks and Recreation after consultation with the Deputy Director of Park Operations regarding approval of alcohol sales and its compatibility with maintaining public safety as well as a high quality visitor experience may approve the sale of alcoholic beverages, subject to all applicable statutes and regulations, in the following circumstances:

1. The sale of beer and/or wine for consumption off-premises at grocery and camper supply concessions if such beverages are not otherwise available to the public within a reasonable distance outside the park.
2. The sale of alcoholic beverages for consumption at a concession that is a bona fide public eating place, as defined in the Alcoholic Beverage Control Act.
3. In recreation zones of historic units of the State Park System, commercial activities involving the sale of alcoholic beverages may be permitted if those activities are part of the history of the individual unit and the development retains or restores historical authenticity. This provision permits commercial activities such as saloons even if the precise items being sold are different from what was sold in the historic period.
4. The renewal of an existing concession contract authorizing the sale of alcoholic beverages if the conditions stated in paragraphs 1 or 2 above remain substantially unchanged.
5. The short-term sale of beer, wine and/or alcoholic beverages at special events for a period of no longer than 7 days.
6. In any circumstance not envisioned herein, the Director has the authority to approve the sale of alcoholic beverages upon making a finding that doing so is in the best interest of the State Park System. The Director shall provide a copy of the finding to the Commission.

Exhibit B - State Park Commission Policy

CALIFORNIA STATE PARK AND RECREATION COMMISSION · STATEMENTS OF POLICY

The Director retains responsibility for the continuity of this policy. Enforcement of all pertinent regulations regarding the sale and consumption of alcoholic beverages in the State Park System is the responsibility of the Deputy Director of Park Operations. The Commission supports the enforcement and resolution of all alcohol-related violations within the State Park System consistent with state law, including but not limited to alcohol violations related to the operation of water craft and motor vehicles.

**SAN BRUNO MOUNTAIN AREA
HABITAT CONSERVATION PLAN**

— FINAL —

NOVEMBER 1982

**SAN BRUNO MOUNTAIN
HABITAT CONSERVATION PLAN STEERING COMMITTEE
CHAired BY THE COUNTY OF SAN MATEO**

VOLUME ONE

Exhibit C - San Bruno Mountain Habitat Conservation Plan

SAN BRUNO MOUNTAIN AREA
HABITAT CONSERVATION PLAN

- FINAL -

November 1982

SAN BRUNO MOUNTAIN
HABITAT CONSERVATION PLAN STEERING COMMITTEE
CHAired BY THE COUNTY OF SAN MATEO

VOLUME ONE

Exhibit C - San Bruno Mountain Habitat Conservation Plan**PREFACE**

{ San Bruno Mountain Area Conservation Plan (HCP or Plan) is a way to preserve and enhance habitat for an endangered species, the Mission Blue butterfly, in conjunction with limited development on San Bruno Mountain. Volume I includes a historical review of the area, the biological principles, and the institutional arrangement for the Plan operations. Volume II details a specific plan for each of the parcels of land on the Mountain. The biological research done by Thomas Reid Associates on San Bruno Mountain is described in a separate document.

{ The Habitat Conservation Plan and the Biological Study are supporting documents for a permit under Section 10(a) of the Endangered Species Act (1973). The permit would allow limited taking of endangered species in accordance with the Plan. The Plan was developed under the guidance of the San Bruno Mountain Steering Committee, representing San Mateo County, Daly City, South San Francisco, and Brisbane planners and policy makers; landowners and developers; biologists; United States Fish and Wildlife Service; California Department of Fish and Game and the Save San Bruno Mountain Committee.

The Section 10(a) permit and the Habitat Conservation Plan will be the subject of State and Federal environmental documents. If you wish to comment on the scope of the environmental documents, your comments should be sent to the following address by June 12, 1982:

Mr. William Rozar
San Mateo County Planning Division
590 Hamilton Avenue
Redwood City, CA 94063

You will have a separate opportunity to comment on this document. Please bring this document to the attention of all persons who would be interested in this matter.

Steering Committee

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Exhibit C - San Bruno Mountain Habitat Conservation Plan

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Exhibit C - San Bruno Mountain Habitat Conservation Plan

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Exhibit C - San Bruno Mountain Habitat Conservation Plan

TABLE OF CONTENTS

<u>Chapter</u>	<u>Page</u>
Preface	
Glossary	G-1
Summary	S-1
I. Introduction	I-1
II. Historical Review	II-1
III. Biological Program	III-1
A. Issues	III-1
B. Guiding Principles	III-9
C. Activities	III-13
1. Research	III-13
2. Monitoring	III-19
3. Habitat Enhancement Techniques	III-22
4. Planning Assistance and Plan Revision	III-27
IV. Impact on Species Survival	IV-1
A. Plan Impact	IV-3
B. Enhancement	IV-7
V. Institutional Program	V-1
A. Land Use Regulation	V-1
B. Funding Program	V-4
C. Enforcement	V-7
D. Habitat Maintenance	V-10
E. Landowner Commitments	V-11
F. Amendment Procedure	V-11
G. Proposed Permit	V-14
H. Application of the Endangered Species Act	V-15
VI. Plan Overview	VI-1
A. Summary of Plan	VI-1
B. Phases of the Conservation Plan	VI-1
C. Planning Area Overviews	VI-1
References	R-1

Exhibit C - San Bruno Mountain Habitat Conservation Plan

LIST OF TABLES

<u>Number</u>	<u>Title</u>	<u>Page Number</u>
III-1	Change in Extent of Vegetation Types, 1932-1981	III-14
IV-1	Development Impact on Population - Mission Blue and Callippe	IV-4
VI-1	Land Ownership and Planning Responsibility	VI-6
VI-2	Administrative Parcel - Acreage	VI-7

LIST OF FIGURES

<u>Number</u>	<u>Title</u>	<u>Page Number</u>
S-1	Aerial Photograph	S-2
S-2	Land Ownership	S-3
S-3	General Population and Habitat Distribution -- Mission Blue -- 1981	S-4
S-4	General Population and Habitat Distribution -- Callippe -- 1981	S-5
S-5	Major Vegetation Components -- San Bruno Mountain -- 1932	S-6
S-6	Major Vegetation Components -- San Bruno Mountain -- 1981	S-7
S-7	Areas to be Developed	S-9
I-1	Location	I-2
III-1	General Population and Habitat Distribution -- Mission Blue -- 1981	III-3
III-2	General Population and Habitat Distribution -- Callippe -- 1981	III-4
III-3	Distribution -- San Bruno Elfin	III-7
III-4	Potential Habitat of the S.F. Garter Snake	III-8
III-5	Major Vegetation Components -- San Bruno Mountain -- 1932	III-15
III-6	Major Vegetation Components -- San Bruno Mountain -- 1981	III-16
IV-1	Areas To Be Removed From Habitat	IV-2
VI-1	Planning Areas and Administrative Parcels	VI-4
VI-2	Priority Areas for Habitat Enhancement	VI-5

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

- Adjacent Open Space - natural areas adjoining development parcels.
- Administrative Parcel - a portion of San Bruno Mountain within the Planning Areas which corresponds to present land ownership.
- Barriers - objects acting as obstructions to butterfly movement, i.e. trees, dense brush, roads, etc.
- Biological Refuge - a unique area harboring unusual populations of animals and endemic plants which are rare or absent in the rest of its surrounding region.
- Biological Study - refers to **Endangered Species Survey for San Bruno Mountain: Biological Study -- 1980-1981**, prepared by Thomas Reid Associates.
- Brush Species - several types of woody vegetation found on San Bruno Mountain, including Artemesia, Baccharis, Eriophyllum and Ceanothus.
- Buffer Area - a strip of land at least 30 feet wide surrounding a development intended to provide some isolation for the conserved habitat, in order to protect the development from range fires as well as to protect the Conserved Habitat from changes in stormwater runoff and irrigation within the development areas.
- CC&Rs - Conditions, Covenants and Restrictions imposed on the use of property in a recorded document by the landowner.
- Cities - the cities of Brisbane, Daly City and South San Francisco.
- Colony - a major concentration of butterflies within a larger population, which are partially isolated from the remainder of the population by intervening barriers or lack of habitat.
- Compliance - conformance by the private sector landowner/developers and public agency participants with the terms and obligations of this plan.
- Conservation - "to use and the use of all methods and procedures which are necessary to bring any endangered species or threatened species to the point at which the measures provided pursuant to this Act are no longer necessary. Such methods and procedures include, but are not limited to, all activities associated with scientific resources management such as research, census, law enforcement, habitat acquisition, protection and maintenance, propagation, live trapping and transplantation, and, in the extraordinary case where population pressures within a given ecosystem cannot be otherwise relieved, may include regulated taking." (The Endangered Species Act, 1973)
- Conserved Habitat - those portions of the San Bruno Mountain Area that are presently or hereafter are to be held in fee ownership by the County and/or the State pursuant to the Agreement With Respect to the San Bruno Mountain Area Habitat Conservation Plan.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

Corridors - Areas through which the butterflies can travel unimpeded. Differs from open space in that there can be no natural barriers, i.e. dense brush or trees, within a corridor.

County - San Mateo County, California.

Critical Habitat - "(i) The specific areas within the geographical area occupied by the species, at the time it is listed in accordance with the provisions of ... this Act, on which are found those physical or biological features
(I) essential to the conservation of the species and
(II) which may require special management considerations or protection; and
(ii) specific areas outside the geographical area occupied by the species at the time it is listed in accordance with ... this Act, upon a determination by the Secretary that such areas are necessary for the conservation of the species." (The Endangered Species Act, 1973).

Dedication - transfer of title to San Mateo County those areas of land now in private ownership which will become conserved habitat at the time a grading permit is issued.

Design Guides - directions for conserving habitat in open space and for minimizing impact on species of concern, formulated to guide developers in preliminary site planning.

Developer - person or organization in charge of designing a development plan.

Development Agreement - an agreement provided for by California law (Govt. Code Section 65864, et seq.), which permits a local agency and private landowner to fix their mutual obligations at a point in time.

Development Areas - those portions of the San Bruno Mountain Area that are excluded from Conserved Habitat and are anticipated to be subject to urban uses.

Development Plan - layout of approximate building envelopes, access roads, utilities and associated grading for each parcel which follows necessary design guides and which includes schemes for dedication and phasing, reclamation and open space protection.

Diversity of Habitat - naturally occurring combination of different environmental features in an area, such as annual and perennial grassland, brushland and grassland, north and south-facing slopes, exposed and protected areas, moist and dry areas, high and low density areas of butterfly host plants.

Ecosystem - the complex of an ecological community and environment forming a functioning whole in nature.

Ecosystem stability - the integrity of species relationships in an ecological community maintained against succession, urbanization and other impacts.

Endangered - "any species which is in danger of extinction throughout all or

a significant portion of its range, other than a species of the class Insecta determined by the Secretary to constitute a pest whose protection under the provision of this Act would prevent an overwhelming and overriding risk to man", (Endangered Species Act, 1973).

Endangered Species Act - means the Endangered Species Act of 1973, as amended, 16 U.S.C. Sections 1531-1543.

Endemic - a plant or animal species which inhabits only one limited geographic locality, usually due to dependence on certain climatic, physical or biological conditions existing only in that locality. Compare: cosmopolitan.

Enhancement - the restoration of former habitat or improvement of existing habitat through the use of habitat enhancement techniques (e.g. revegetating with host plant species).

Exotics - species which have been introduced into local habitat from outside the United States and which often become pests, outcompeting native species.

Extinct - having disappeared as a species due to failure to reproduce in sufficient numbers to maintain succeeding generations.

Extirpated - extinct in one area although not as a species (not extinct throughout the species' range).

Feature - a topographic feature within an Administrative Parcel or Management Unit which warrants particular attention with regard to uses of that Parcel or Unit.

Fire Resistant Vegetation - species of plants known to be relatively inflammable and therefore valuable buffer material for protection of development areas from fires occurring in open space.

Flight Season - the portion of the year during which the adult, winged, reproductive form of a butterfly is found, and during which reproduction occurs.

Funding Program - a specific program for providing necessary funds for conservation activity on San Bruno Mountain. The Funding Program is described in Chapter V.

Gorse - Ulex europaeus. A thorny, leguminous shrub with oily wood; "Native of Europe; escaped from cultivation and often well established on the Pacific Coast from Vancouver Island to central California" (Abrams). Extensive on San Bruno Mountain, especially in the Saddle Area.

Grading Plan - layout of areas within a parcel to be temporarily or permanently disturbed in the process of development, indicating the phasing of each disturbed area -- the time at which it will be graded.

Grassland Species - comprising one of the two dominant vegetation communities on San Bruno Mountain, and including localized bunch grasses and many broadleaf species of wildflowers. Compare: brush.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

Habitat Conservation Plan - the San Bruno Mountain Area Habitat Conservation Plan as adopted by the County Board of Supervisors on September 14, 1982 (Resolution No. 43770). Synonyms: HCP, Plan.

Habitat Contiguity - unobstructed connection of large open space areas to facilitate the butterflies' need to move through and to specific areas during their flight season.

Habitat Easement - a recorded restriction on the use of property to prevent uses which are inconsistent with use of the land as habitat by the Mission Blue, Callippe Silverspot and other species of concern.

Habitat Enhancement Techniques - manipulation of habitat in conserved areas to reverse the effects of previous disturbance, control exotic species, retain natural diversity, and maximize the value to endangered species. Examples: seeding/propagation, soil modification, chaining brush. Synonym: habitat manipulation.

Habitat Manager - the employee or contractor engaged by the Plan Operator to supervise the administration of the Conserved Habitat and the Habitat Conservation Plan.

Habitat Maintenance - care and preservation of the biological resources of conserved habitat which occurs naturally, or is subsequently created through habitat enhancement techniques.

Habitat Manipulation - deliberate alteration of habitat for enhancement. Synonym: habitat enhancement.

Habitat Utilization - in butterflies, use of various larval food or nectar plant species, perching substrates, protective terrain or other natural features present in certain areas on San Bruno Mountain.

Hilltopping - mating behavior peculiar to several types of butterflies in which males and females find each other near knolls and ridgetops to mate.

Human Encroachment - any disturbance of habitat by man, including off road vehicle activity, dumping, domestic animal activity, illegal burning and other forms of vandalism, and on a broader scale, urban development and quarrying.

Indefinite Perpetuation - the continued existence on San Bruno Mountain of a viable, reproducing population of a species of concern far into the future; the purpose of the HCP. Compare: extinction, extirpation.

Landowner(s) - Visitation and developers or other persons and entities who own or have a right to acquire fee ownership of lands within the San Bruno Mountain Area.

Larval Food Plant - particular species of vegetation required by butterflies as an energy source for survival in the first stages of development, on which the adults will oviposit. For Mission Blue: the three Lupinus species; for Callippe: Viola pedunculata; for Elfin: Sedum spathulifolium.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

Management - treatment afforded portions of SBM to enhance or protect existing habitat or to reclaim habitat lost to construction or other disturbance.

Management Unit - any management unit shown in Chapter VII of the HCP or any management unit subsequently established for unplanned parcels by the local agency having land use jurisdiction and in accordance with the Agreement With Respect to the San Bruno Mountain Area Habitat Conservation Plan.

Marginal Habitat - an area which by the presence of certain species (e.g. host plants), is considered to be habitat but for some reason is poorly utilized at present.

May - Identifies a permissive element which is left fully to the discretion of the landowner/developer.

Minimize - refers to disturbance; to lessen the impact on an area of habitat through management techniques and mitigation measures.

Mitigation - The term "mitigation" shall have the same definition in this HCP that it has in the regulations promulgated pursuant to the California Environmental Quality Act (Title 14 California Administrative Code, Section 15032.5) or the National Environmental Policy Act (40 C.F.R., Section 1508.20) and includes the designation or reservation of land as open space or the provision of money to provide funding for wildlife conservation, protection or enhancement, and further includes the lessening of adverse development impacts through design modification, fencing at the grading perimeter, erosion control, reclamation, habitat enhancement or other protective activities.

Monitoring - the task, undertaken by the Plan Operator of regular observation of biological processes, development and conservation activities on San Bruno Mountain; the purpose is to assure compliance with the plan, and to measure the success of its implementation.

Natural Open Space - undeveloped land which has not been altered by man's activities (e.g. agriculture).

Nectaring - behavior of adult butterflies where an insect feeds on the nectar of flowers.

Nectar Plants - certain species of plants required by the adult butterflies as energy sources for survival during mating and egg-laying behavior. For Mission Blue: include Brodiaea pulchella, Eriogonum latifolium, Monardella villosa, and others; for Callippe: include various thistle species, Chrysopsis villosa, and others.

No Project Alternative - status quo; no habitat conservation or enhancement, and no additional urban development on San Bruno Mountain.

Open Space Buffer - see Buffer.

Oviposition - egg-laying by insects.

Permanent Disturbance - the portion of a development envelope designated for

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

buildings, paving or private landscaping; area permanently lost as habitat.

Pesticide - a chemical agent used to destroy insect pests.

Phasing - refers to the time schedule of development; the area which can be graded each year.

Pilot Study - small scale test of a habitat enhancement technique or mitigation method to provide statistical verification of success before expansion to a larger area.

Plan Operator - the County of San Mateo (or its successors as Plan Operator).

Planned Parcel - a parcel for which development plans have been set forth in Chapter VII of the HCP. See Table VI-2. These parcels have been reviewed and modified, as necessary to preserve natural habitat for Species of Concern and to contribute to and be consistent with the HCP and the Agreement With Respect to the San Bruno Mountain Area Habitat Conservation Plan.

Planning Areas - four areas of the Mountain defined by characteristic vegetation patterns and distribution of Species of Concern.

Planning Assistance - activities implemented prior to and in conjunction with development which will mitigate impacts on the species of concern.

Potential Habitat - areas currently containing marginal habitat which can be modified or enhanced to become usable habitat.

Preservation - maintenance of habitat in its present condition.

Preserved Habitat - those portions of the San Bruno Mountain Area that will be protected against grading and disturbance and which are now in public ownership or which are identified in the HCP for dedication to the State or County.

Range Limit Plants - a plant species for which the population found on San Bruno Mountain represents the southern geographic limit of the biological range of that species.

Rare - a legal term used by the state of California which is approximately equivalent to the federal term "threatened", see below.

Reclamation Plan - provides for fencing, revegetation, and possible subdivision of Management Units for ease of administration on all graded areas.

Reclaimed Habitat - the portions of a Developable Administrative Parcel which are to be disturbed by grading and thereafter reclaimed as viable habitat for the species of concern and dedicated to the County or State, as appropriate, as conserved habitat pursuant to the Agreement With Respect to the San Bruno Mountain Area Habitat Conservation Plan.

Recovery Benchmark - a measure of the status of a species of concern on San

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

- San Bruno Mountain after set intervals of time have elapsed from commencement of the Plan.
- Research - an ongoing program carried out by the Plan Operator, designed specifically to aid the Plan activities, which includes pilot studies on succession, monitoring and enhancement strategies, executed through field work and preceded by literature investigation into methods and costs.
- Resource Agencies - United States Fish and Wildlife Service (USF&WS) and the California Department of Fish and Game (CDF&G).
- Restoration - recreation of ecological conditions after disturbance or in a new area (e.g. clearing brush to create grassland), through habitat enhancement. Compare: preservation.
- San Bruno Mountain Area - the approximately three thousand acres in San Mateo County, California which is shown on Figure VI-1 of the HCP and which is the subject of the Agreement With Respect to the San Bruno Mountain Area Habitat Conservation Plan. Synonyms: SBM, the Mountain, San Bruno Mountain.
- San Bruno Mountain Habitat Conservation Trust Fund - a trust fund established within the Plan area to provide income for habitat conservation activities as specified in this plan. Synonym: Trust Fund.
- Section 7 - a section of the Endangered Species Act which requires federal agencies, in consultation with the Secretary of the Interior, to ensure that any action, authorized, funded or carried out by them is not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of the critical habitat of such species. (16 USC §1536)
- Section 9 - a section of the Endangered Species Act which prohibits the "taking of endangered species. (16 USC §1538)
- Section 10a - a section of the Endangered Species Act which authorizes the Secretary of the Interior to permit, under such terms and conditions as he may prescribe, any act otherwise prohibited by Section 9 of the Act. The acts may be permitted for scientific purposes, or to enhance the propagation or survival of the affected species (16 U.S.C. Section 1539).
- Shall - Identifies a mandatory element.
- Should - Identifies guidance provided in this Plan which is based on policy considerations determined by the San Bruno Mountain Steering Committee.
- Species - 1) "includes any subspecies of fish or wildlife or plants, and any distinct population segment of any species of vertebrate fish or wildlife which interbreeds when mature." (Endangered Species Act, 1973)
2) "A group of organisms judged by taxonomists (by diverse criteria) to be worthy of formal recognition as a distinct kind." (Ehrlich and Holm, The Process of Evolution, 1963). Synonym: species of concern.
- Species of concern - these include the following:

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

Animals

1. The Mission Blue butterfly (Plebejus icarioides missionensis)
- State and Federally listed endangered species
2. The San Bruno Elfin butterfly (Callophrys mossii bayensis)
- State and Federally listed endangered species
3. The Bay Checkerspot butterfly (Euphydryas editha bayensis)
- Candidate for the Federal endangered species list
4. The Callippe Silverspot butterfly (Speyeria callippe callippe)
- formerly under Federal proposal for endangered status, proposal expired July 3, 1980
5. The San Francisco Tree Lupine Moth (Grapholitha edwardsiana)
- formerly under Federal proposal for threatened status, proposal expired July 3, 1980
6. The San Francisco Garter Snake (Thamnophis sirtalis tetrataenia)
- State and Federally listed endangered species
7. The Solitary Bee (Dufourea stagei) has never been proposed for listing

Plants - Larval Food

1. Plantago erecta - larval food plant for the Bay Checkerspot
2. Sedum spathulifolium - larval food plant for San Bruno Elfin
3. Lupinus albifrons- larval food plant for the Mission Blue
4. Lupinus variicolor- larval food plant for the Mission Blue
5. Lupinus formosus- larval food plant for the Mission Blue
6. Viola pedunculata- larval food plant for the Callippe Silverspot
7. Lupinus arboreus - larval food plant for Tree Lupine Moth
8. Orthocarpus densiflorus - larval food plant for the Checkerspot

Other Plants - Host Plant, Rare, Endemic, and Range Limit

1. Lomatium utriculatum - host plant
2. Orthocarpus floribundus - San Francisco Owl's Clover; range limit; under federal review
3. Helianthella castanea - endemic; under federal review
4. Silene verecunda verecunda - The Dolores Campion; range limit; under federal review
5. Erysimum franciscanum var. franciscanum - The San Francisco Wallflower; range limit; under federal review
6. Arabis blepharophylla - Coast Rock Cress; range limit; under federal review
7. Arctostaphylos imbricata - Manzanita; endemic; under federal review
8. Arctostaphylos montaraensis - Montara Manzanita; endemic; under federal review
9. Arctostaphylos pacifica - endemic; under federal review
10. Arctostaphylos uva-ursi - Bear-berry; range limit
11. Vaccinium arbuscula - Huckleberry; range limit
12. Lathyrus vestitus - Pacific Pea; endemic
13. Clarkia rubicunda - Farewell to Spring; range limit
14. Chorizanthe pungens var. Hartwegii - Spine-flower; endemic
15. Grossularia leptosma - Bay/Canyon Gooseberry; range limit
16. Castilleja franciscana - Franciscan Paint Brush; range limit
17. Ligusticum apiifolium - Lovage; range limit

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

18. Maieanthemum dilatatum - False Lily of the Valley; range limit
19. Allocarya chorisiana - endemic
20. Sambucus callicarpa - Red Elderberry; range limit
21. Silene scouleri - range limit
22. Chrysopsis villosa - Golden Aster; range limit; host plant
23. Cirsium quercetorum - Brownie Thistle; range limit; host plant
24. Grindelia maritima - Steyermark; endemic; under federal review
25. Layia hieracioides - endemic
26. Pentachaeta bellidiflora - endemic; under federal review
27. Senecio aronicoides - Butterweed; range limit
28. Tanacetum camphoratum - Dune Tansy; endemic; under federal review
29. Eriogonum latifolium - Wild Buckwheat; host plant
30. Brodiaea pulchella - Blue Dicks; host plant
31. Carduus sp. - host plants
32. Silybum marianum - Milk Thistle; host plant
33. Pteridium aquilinum - Braken Fern; host plant
34. Monardella villosa - Coyote Mint, Pennyroyal; host plant
35. Horkelia californica - California Horkelia; host plant
36. Scabiosa atropurpurea - Pincushion Plant; host plant

State - the State of California, acting by and through its department of Parks and Recreation.

Sub-species - "a geographical subdivision of a species deemed worthy of formal recognition by a taxonomist." (Ehrlich and Holm)

Succession - unidirectional change in the composition of a biological community as the available competing organisms, especially the plants, respond to and modify the environment.

Surveyed - to observe and census elements of the biological communities on San Bruno Mountain, such as butterflies and their host plants, using a transect or quadrat method at regular intervals over time and area.

Sweep Method - a method of generally surveying an area for host plant density and distribution where the terrain or size of an area prevents a detailed census. It involves direct mapping of plant locations and classification of density estimates as abundant or scarce. Compare: transect, quadrat.

Take - "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct" with regard to endangered species. (Endangered Species Act, 1973 as amended 1978)

Technical Advisory Committee - a body established to evaluate the scientific and cost effectiveness of the Plan, as executed by the Plan Operator, and recommended revisions. The composition of the TAC is set forth in Chapter V of the HCP.

Temporary Disturbance - the portion of a development envelope designated for grading at the time of development, but which will become reclaimed habitat after a reclamation program is complete; area temporarily lost as habitat.

Threatened - "any species which is likely to become an endangered species

Exhibit C - San Bruno Mountain Habitat Conservation Plan

GLOSSARY

within the foreseeable future throughout all or a significant portion of its range", (Endangered Species Act, 1973).

Undisturbed - the portion of a development envelope designated to be excluded from any grading associated with development; a preserved area of habitat.

Unplanned Parcels - those parcels for which development plans have not been set forth in the HCP. The Unplanned Parcels are set forth in Table VI-2.

Untreated - to be left as currently exists, with no habitat enhancement required.

Visitacion Associates (VA) - also includes VA successors and assigns.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

SUMMARY

Exhibit C - San Bruno Mountain Habitat Conservation Plan**SUMMARY**

The HCP is divided into two volumes. The first volume describes the principles which guide the Plan, the general method of implementing the principles and the impact of the HCP on the butterflies. The second volume describes on a parcel-by-parcel basis the exact manner in which the Plan will be implemented on each parcel. This chapter is a summary of Volume One. Figure S-1 is an aerial photograph of San Bruno Mountain, while Figure S-2 shows the key planning areas and parcels on the Mountain.

Chapter II contains a historical review of the development proposals on San Bruno Mountain and of the events leading to the listing of the Mission Blue as an endangered species. Chapter III discusses the biological implementation of the HCP. In the spring of 1981, there were about 18,000 adult Mission Blue and 8,000 adult Callippe Silverspot butterflies on the Mountain. Sixty percent of the Mission Blue and 75% of the Callippe Silverspot butterflies were found on the Southeast Ridge. Both butterflies need a variety of habitat. The Mission Blue is dependent on three species of lupine plants. The Callippe's resource plants, violets, are scattered over large areas. Additionally, the Callippe is a hilltopping species, mating on hilltops, but laying eggs in lower areas. Figures S-3 and S-4 show the general population and habitat distribution of the Mission Blue and Callippe Silverspot, respectively.

Natural processes are promoting the spread of brush and exotic species (such as gorse and eucalyptus), which is reducing the density of the butterflies' host plants. Figure S-5 shows the extent of brush and gorse on San Bruno Mountain in 1932. Figure S-6, in striking contrast, shows great expansion of the brushland by 1981. As demonstrated in the Biological Study, this expansion of the brushland is slowly destroying the habitat of the endangered butterflies. Trespassing off-road vehicles are also damaging the host plants. Implementation of the HCP will result in control of the natural spread of brush and exotic species, as well as protection against vandalism.

Preservation of the existing diverse ecological values is one of the foremost objectives of the Plan. Diversity is related to the stability of ecological systems. Habitat manipulation should only be used when it clearly improves on the existing biological condition, and should always be tried on an experimental basis first.

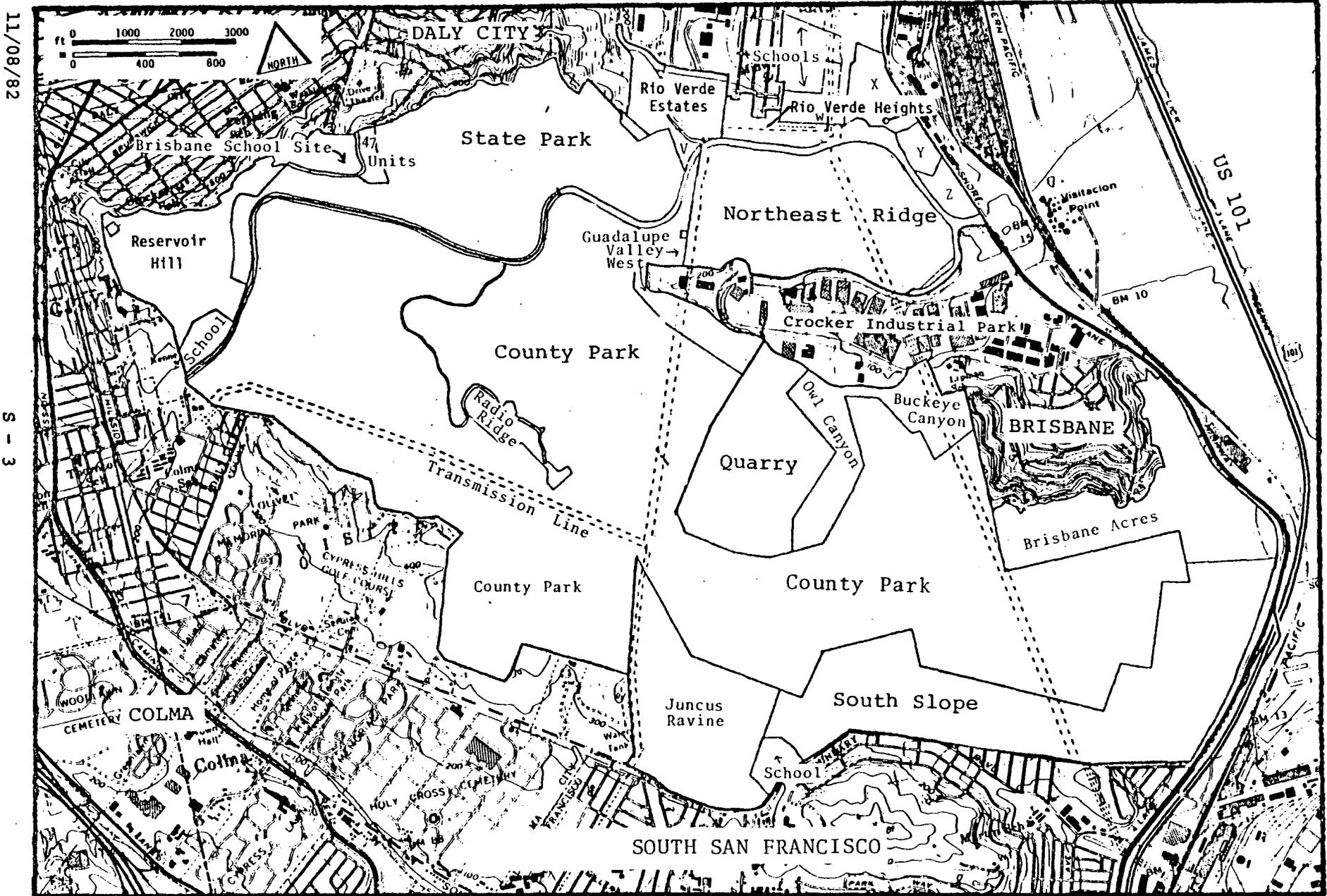
Phasing of development is one feature of the overall implementation of the Plan. Phased development lessens the biological impacts in any given season and provides needed time for enhancement measures to take effect. Potential manipulation or enhancement techniques include: chaining, scraping, and burning, control of brush with herbicides, runoff and irrigation control, and seeding and propagation of host plants. The early years of the HCP will be characterized by pilot studies of monitoring techniques and habitat enhancement strategies, along with mitigation of impacts surrounding the development areas. During later years, habitat enhancement programs will be used on a larger scale. After the main field effort is completed each year, the Plan Operator will prepare a report on the three major biological activities of the HCP (research, monitoring and habitat enhancement).

Exhibit C - San Bruno Mountain Habitat Conservation Plan

AERIAL PHOTOGRAPH



Exhibit C - San Bruno Mountain Habitat Conservation Plan

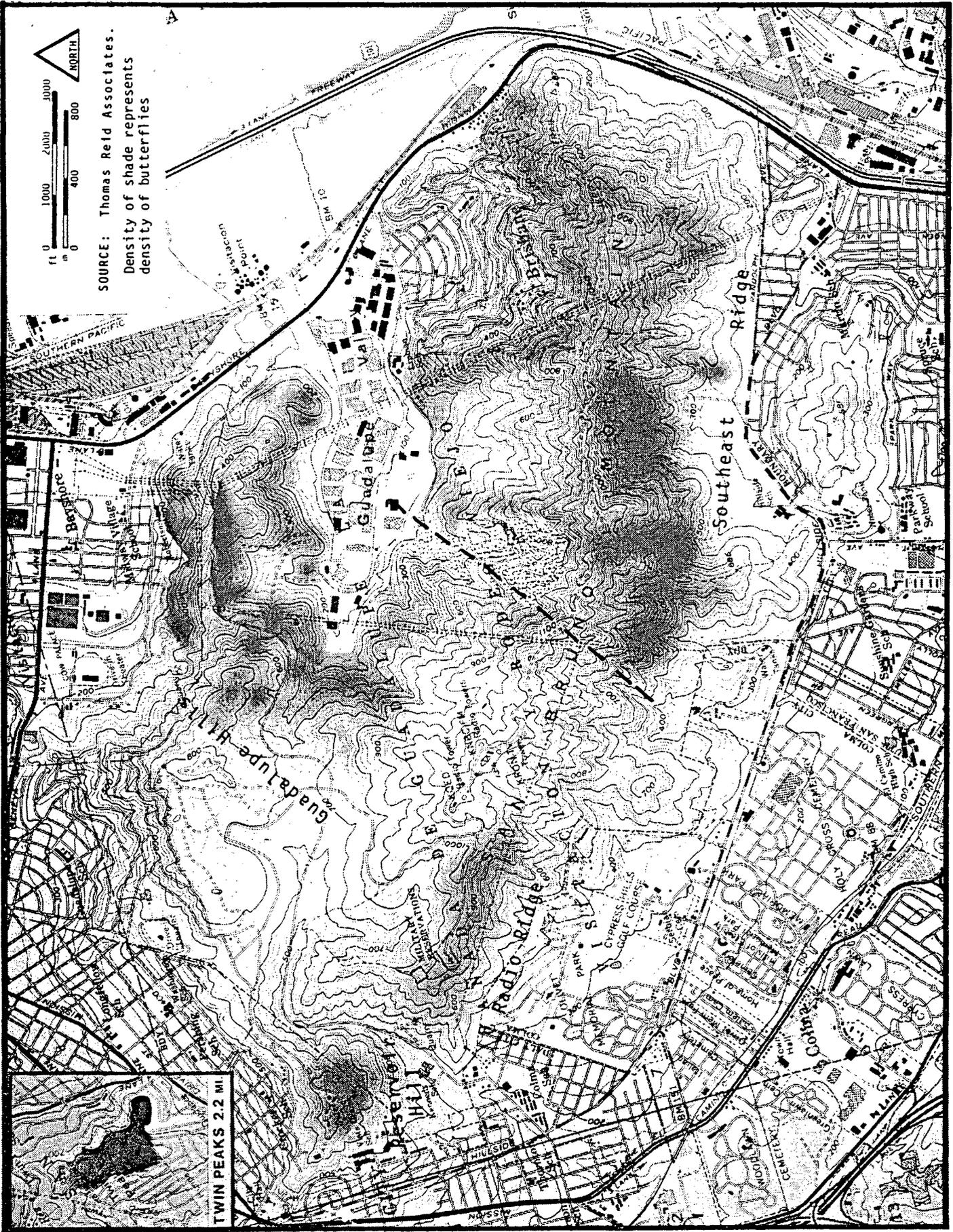


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S - 3

FIGURE S-2
LAND OWNERSHIP

GENERAL POPULATION AND HABITAT DISTRIBUTION -- MISSION BLUE -- 1981
Exhibit C - San Bruno Mountain Habitat Conservation Plan



SOURCE: Thomas Reld Associates.
Density of shade represents
density of butterflies

GENERAL POPULATION AND HABITAT DISTRIBUTION OF THE BUTTERFLY



Exhibit C - San Bruno Air Habitat Conservation Plan
MAJOR VEGETATION COMPONENTS --SAN BRUNO MOUNTAIN -- 1932

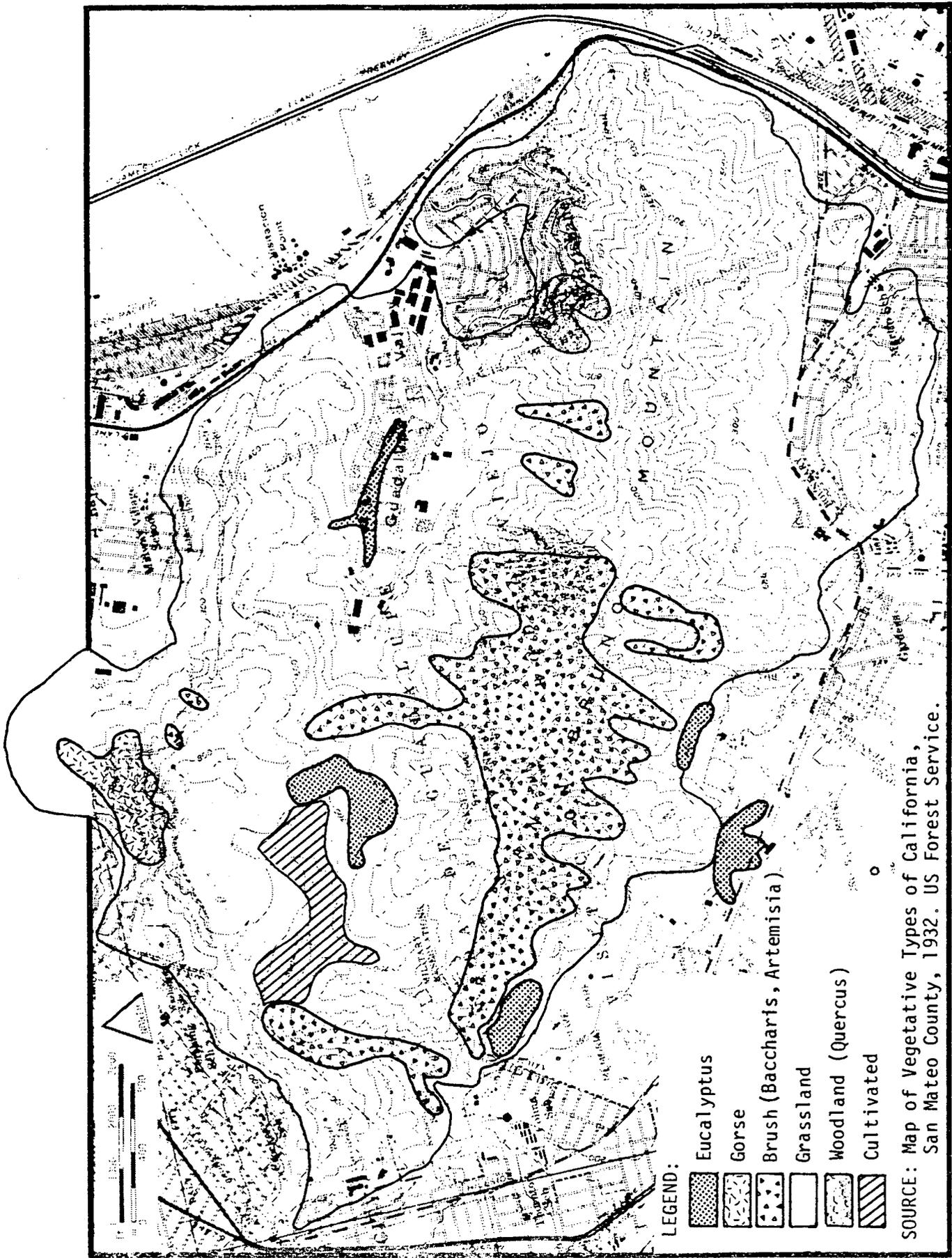


Exhibit C - San Bruno Mountain Habitat Conservation Plan

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S - 7

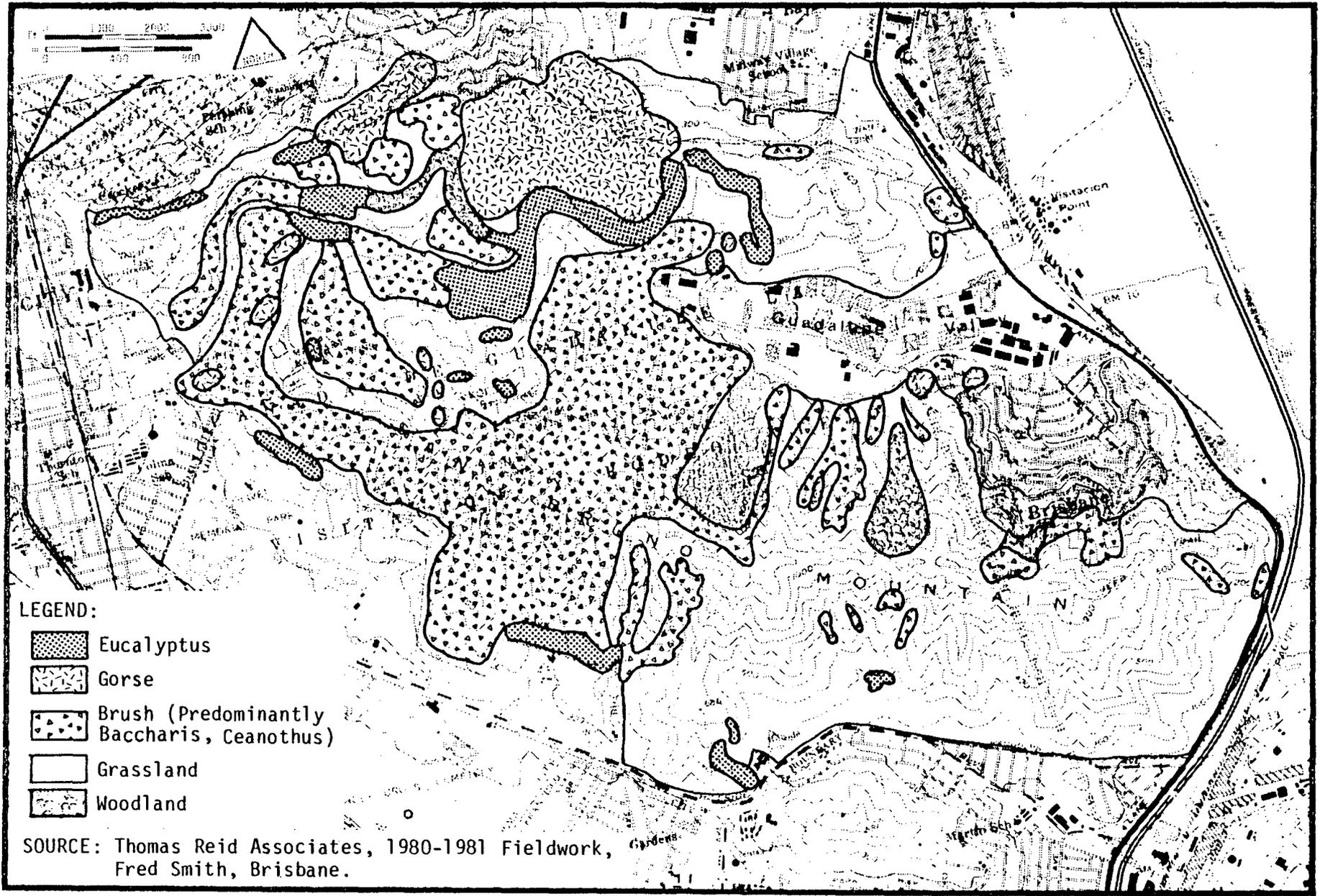


FIGURE S-6
MAJOR VEGETATION COMPONENTS -- SAN BRUNO MOUNTAIN -- 1981

Exhibit C - San Bruno Mountain Habitat Conservation Plan

SUMMARY

[One of the important functions of the HCP is to allow both public and private projects on San Bruno Mountain to be planned so as to minimize the effect on endangered species and the other biological resources of the Mountain.] As part of the preparation of the HCP, the private developers have redesigned their projects to reflect habitat consideration. [The HCP provides for ongoing planning assistance, including: design review, phasing, reclamation of land disturbed during development, and the creation of buffer zones.]

Chapter IV discusses the impact of the HCP on species survival. Although the long-term result of the HCP will be the conservation and enhancement of the Mission Blue, the Callippe Silverspot and other species on the Mountain, development will destroy the habitat of 14% of the Mission Blue population, and the habitat of 8% of the Callippe Silverspot population. At least one quarter of that habitat is to be reclaimed after construction. While there is no precise way to predict the future of the insects, loss of this magnitude is not likely to cause abrupt decline in their populations. Study of other reserve areas gives a rough measure of the short term impact of the HCP on SBM populations. Anticipated habitat disturbance would cause a 2 - 5% increase in the likelihood that the Mission Blue will become extinct and a 1 - 3% increase in the Callippe's chances of extinction. The areas permanently lost to development are shown in Figure S-7.

Offsetting this increased risk of extinction are the mitigation measures adopted in the HCP. The HCP requires the conveyance of substantial additional habitat now in private ownership to the County of San Mateo. The selection of this land has been based on the habitat considerations such as preservation of a diversity of ecological values as well as upon development needs. Development will provide the funding to protect the existing grassland areas both from invasion of brush and exotic species and from destruction by off-road vehicles and vandalism. Development will also provide the funding for conservation activities which includes restoration of low grade habitat areas such as the Saddle area of the State Park.

Without development or a Habitat Conservation Plan, there is a significant risk that both species would become extinct on San Bruno Mountain within 5 to 20 decades. Habitat improvement is necessary both to counter balance the effect of development and to try to reverse the existing trend toward extinction. This HCP is a long-term program for conserving the ecology of the mountain. It will proceed in three general phases: start up, development mitigation and habitat enhancement.

Chapter V sets forth the legal and institutional mechanisms for implementing and enforcing this HCP. It proposes that the U.S. Fish and Wildlife Service will grant San Mateo County and the cities of Brisbane, Daly City and South San Francisco a permit to take butterflies under §10a of the Endangered Species Act. This will entitle the local public entities to allow butterflies to be killed in their jurisdictions only under very narrowly defined and limited circumstances. Developers will be allowed to grade and to build only in the areas shown in Volume Two of this HCP. They will be required to participate in the funding program to pay for preservation of the land set aside for habitat. They will dedicate the land shown in Volume Two to the public for butterfly conservation. The permit conditions will be

Exhibit C - San Bruno Mountain Habitat Conservation Plan

11/08/82

S - 9

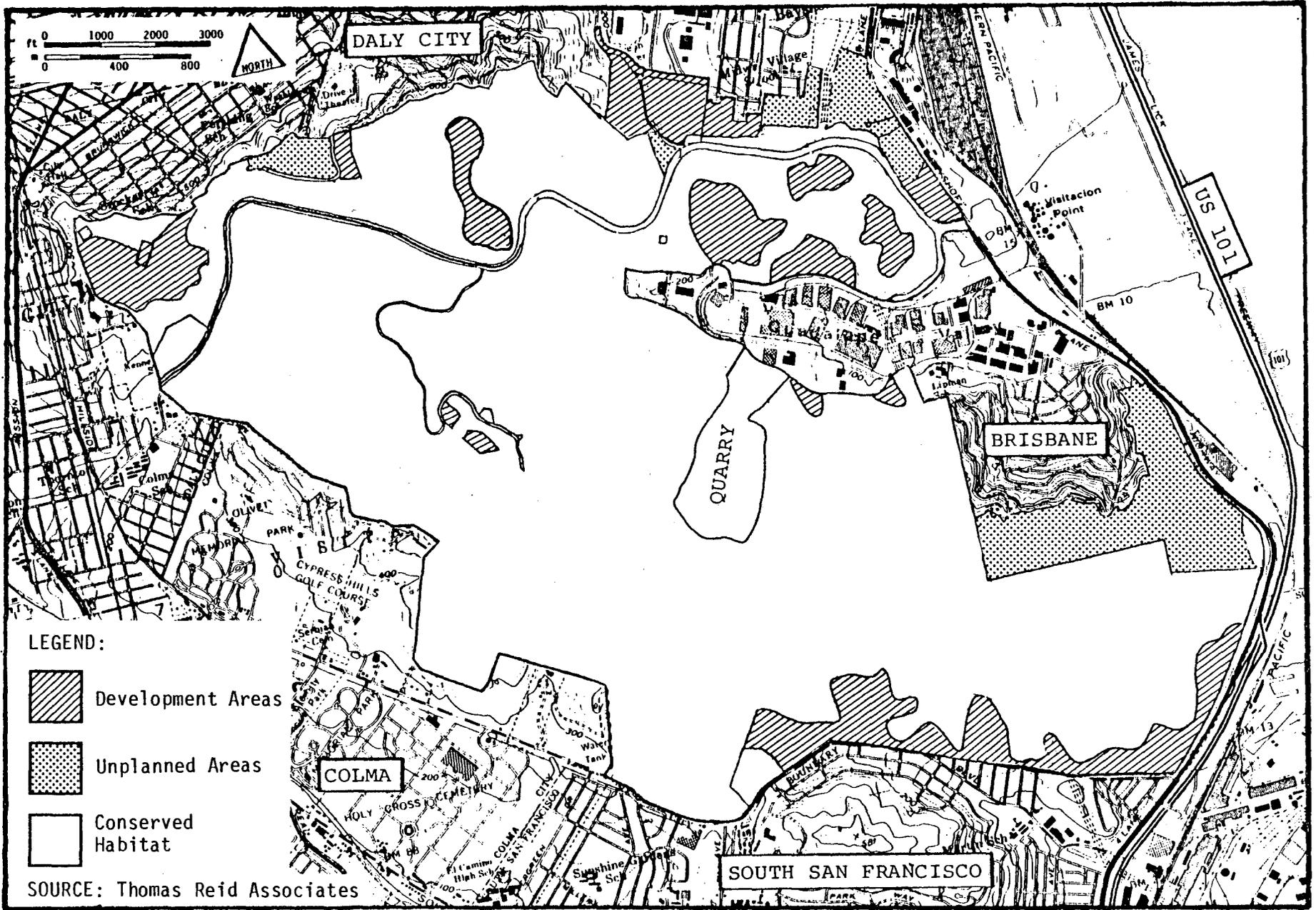


FIGURE S-7
AREAS TO BE DEVELOPED

Exhibit C - San Bruno Mountain Habitat Conservation Plan

SUMMARY

enforced both by the local governments and by the U.S. Fish and Wildlife Service.

In Chapter VI, the Mountain has been divided into four planning areas (Guadalupe Hills, Southeast Ridge, Radio Ridge, Saddle) for management purposes. Those areas are divided into smaller administrative parcels, which correspond to ownership.

The Guadalupe Hills planning area contains the second largest butterfly colony on the Mountain. It has already been disturbed by Guadalupe Canyon Parkway, by off-road vehicles and by the uncontrolled spread of non-native plants. In the Guadalupe Hills, as much habitat as possible will be conserved, corridors connecting this area and the southeast and northeast ridges will be maintained and the quality of the conserved habitat will be improved.

The Southeast Ridge planning area is characterized by steep slopes and contains the majority of the Mission Blue and Callippe Silverspot populations. Grading and the maintenance of corridor connections with the rest of the Mountain are major concerns in this planning area. Grading would occur on the lower parts of the slopes in order not to destroy essential habitat area. The initial approach to the upper slopes of the Southeast Ridge is to leave them untreated, possibly using brush management at a later stage. In development areas, grading will be minimized, erosion prevention implemented, fire and vandalism control increased and constructive landscaping encouraged (i.e. landscaping with host plants or fire retardant vegetation). Long-term enhancement may be necessary to control expansion of brush, exotics, poison oak and the further spread of annual grasses.

Radio Ridge is composed almost entirely of County park lands and includes the peak of the Mountain, the radio towers and assorted transmission line corridors. Initially the area will be left untreated. Management of brush and non-native plants may be appropriate at later stages.

The Saddle planning area is made up of rolling hills which are marked by off-road vehicle damage and illegal dumping. The Mission Blue colony on Reservoir Hill is the only colony of endangered butterfly in the Saddle, and it is severely threatened by development. Since the Saddle is presently low-grade butterfly habitat and is mostly disturbed, there is an opportunity to try enhancement techniques and to attempt to reclaim the unique ecology of the Mountain. Therefore, the approach to the Saddle planning area is to proceed with proposed techniques of habitat enhancement in appropriate areas and accomplish some of the experimentation that is required. Successful enhancement of the Saddle area hinges on the eradication of the exotics which have invaded the area, and habitat manipulation will focus on that problem.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

I. INTRODUCTION

Exhibit C - San Bruno Mountain Habitat Conservation Plan**I. INTRODUCTION**

This Habitat Conservation Plan (HCP or Plan) has been created to address problems caused by the presence of endangered butterflies on San Bruno Mountain in San Mateo County. Figure I-1 shows the general location of San Bruno Mountain on the San Francisco peninsula. The Mountain encompasses approximately 3,600 acres of land. The butterflies are in danger of extinction and in order to increase their chances of survival, their habitat must be preserved and improved. Necessary improvements include increasing the number of butterfly food plants on the Mountain and preventing destruction of the habitat by off-road vehicles.

Large portions of the habitat on San Bruno Mountain are presently held by private landowners, one of largest being Visitacion Associates (VA). Prior to the discovery of the butterflies, VA had planned to develop much of its land. However, the Endangered Species Act prohibits killing or injuring any endangered butterfly. No development could occur on private or public land without killing or injuring some of the butterflies, and therefore, at present, no development is possible.

This HCP is an effort to address both the problem of the butterflies' potential extinction and private landowner's desire to develop their land. It is the result of several years of work by San Mateo County, the cities of Brisbane, Daly City and South San Francisco, Visitacion Associates, other private landowners, the Committee to Save San Bruno Mountain, the State of California and the U.S. Fish and Wildlife Service.

The butterflies which live on the grassland portion of San Bruno Mountain are the Mission Blue and the Callippe Silverspot. The existence of both butterflies is threatened by both natural and human forces. Most of their original grassland habitat has been destroyed over the years by urban development and encroachment of brush and exotic species. Their present habitat on San Bruno Mountain is being destroyed by dirt bikes and other off-road vehicles (ORV's). Their host plants are also being reduced by changes in the species composition of the grassland itself.

The impasse between private landowners and the butterflies has been detrimental to both sides. The butterflies are headed toward extinction and private landowner's are unable to develop their land. The goal of this HCP is to resolve the deadlock. The County of San Mateo contracted with Thomas Reid Associates, a Palo Alto environmental consulting firm, to perform a biological study of the Mission Blue and the Callippe Silverspot. The study was to determine the exact location of the butterflies on the Mountain, and the location of their food plants, along with other information about their habits and life cycles. The study was also to determine whether any development could occur without harming the butterflies chances of survival. The study was paid for by private landowners, but supervised and administered through a contract between the County and Thomas Reid Associates to ensure biological independence of the study. Private landowners and developers are willing to help establish a funding source to pay for maintaining and enhancing the remaining habitat in order to preserve the butterflies, in exchange for the opportunity to develop some of the land.

The first phase of the biological study was completed in December, 1980. The Phase I Report described the biological work in progress, directing the

Exhibit C - San Bruno Mountain Habitat Conservation Plan

FIGURE I-1
LOCATION

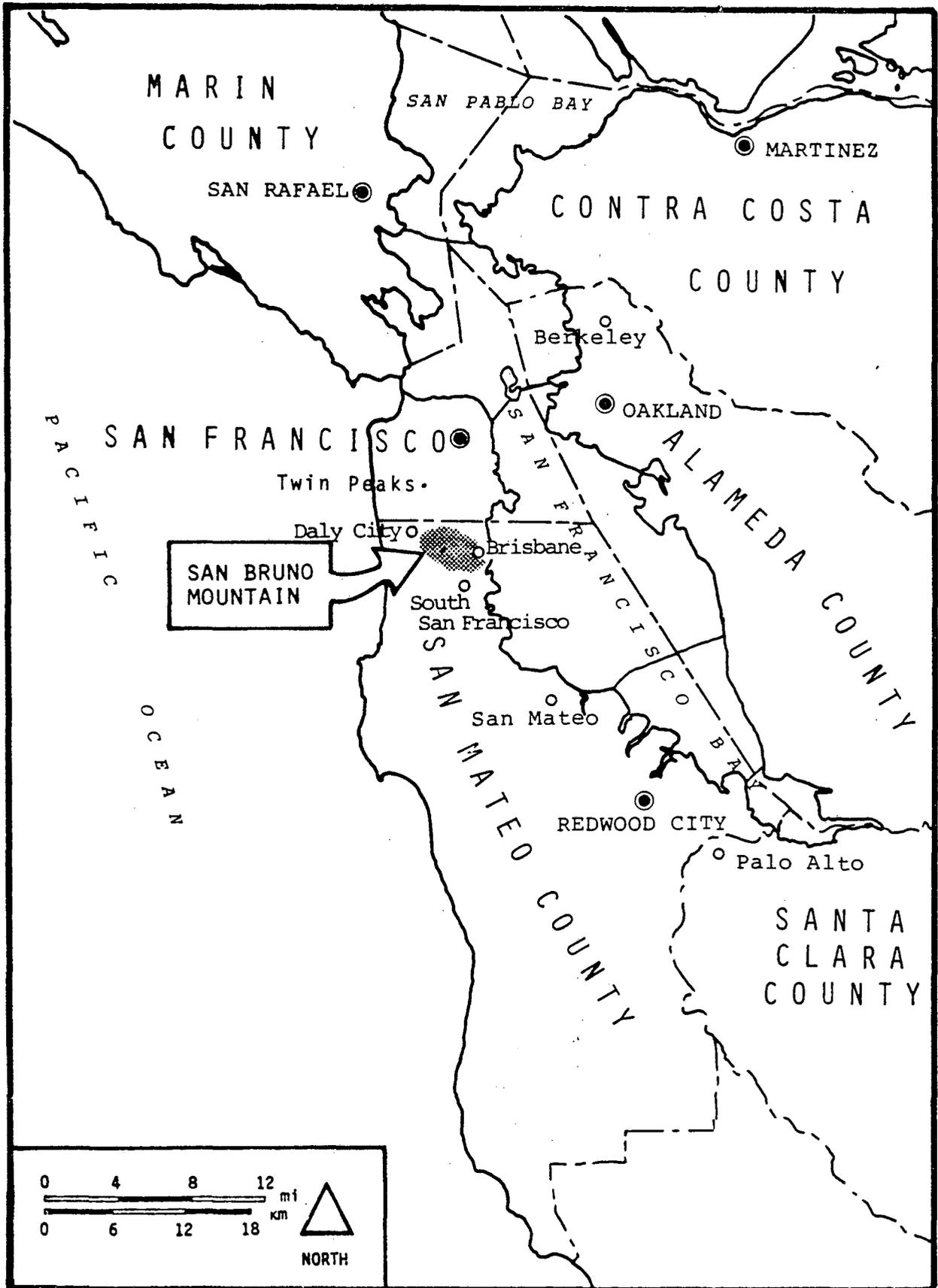


Exhibit C - San Bruno Mountain Habitat Conservation Plan

INTRODUCTION

work on the second phase which would provide a much more comprehensive picture of the status of the Mission Blue and Callippe Silverspot butterflies and other species of concern on San Bruno Mountain. The Phase II Biological Study is now complete. The findings form the basis of this Habitat Conservation Plan.

Based on the biological analysis, San Mateo County believes that this HCP can allow a limited amount of land to be developed on the Mountain in order to raise the money necessary to preserve and improve the remaining habitat. Such development will provide a source of funding to conserve and maintain the habitat in an effort to prevent the extinction of the Mission Blue and to protect the viability of the Callippe Silverspot. Private landowners have agreed that in return for the opportunity to develop some of its land, they will donate the remaining land to the public to be preserved as butterfly habitat. Additionally, they will participate in a funding program to ensure the ongoing preservation and maintenance of the habitat. Funds will be raised through a combination of levies on the property after development and specified start-up contributions.

Today, roughly 95% of the SBM area (3380 acres) is undisturbed open space -- the remainder is roads and small developed areas. The open space comprises brush and grassland, which is the habitat for the Mission Blue. Some 1952 acres of the open space is already in public ownership; the HCP would add 800 acres of private land to the park which would mean that 81% of the present open space will be in public ownership. The development anticipated by the HCP would remove 368 acres (11%) of the open space, and 260 acres (8%) are yet unplanned.

In return for private donation of land and participation in the funding program, the local public entities have agreed to apply to the U.S. Fish and Wildlife Service for a permit to take butterflies. The Service is authorized to issue such a permit under §10a of the Endangered Species Act if taking the butterflies will enhance their survival. The U.S. Fish and Wildlife Service has participated in planning to conserve the butterflies' habitat. If the permit is issued, the local entities have agreed to allow limited development, which would result in the taking of butterflies according to the provisions in this HCP.

In working out the specific provisions of this HCP, the following points have been used as guidelines:

1. The Plan and studies should include the ecological whole of San Bruno Mountain. The Plan focused in this case on the mountain-wide impacts of the development proposals as allowed by the 1976 San Bruno Mountain General Plan Amendment, and other General Plans, because these proposals represented the greatest threat to the species of concern.

2. The Plan should set aside conserved habitat for the species through the transfer of ownership to the public. These ownership interests should be restricted so that the conserved habitat is protected permanently.

3. The Plan should provide a permanent funding source for conservation activity.

4. The Plan should be based upon an biological study performed by an independent expert under contract to a public entity.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INTRODUCTION

5. The Plan should rely on preservation rather than manipulation, unless manipulation is of proven effectiveness.

6. The Plan should comprehensively address all threats to the endangered species, including biological threats as well as threats from human activity.

7. The Plan should designate those areas in which development may occur and in which endangered individuals may be taken and habitat destroyed.

8. The Plan should simultaneously provide private landowners with a permanent resolution of endangered species and habitat issues, and provide the conserved habitat with protection against additional development proposals encroaching upon it.

9. The overall effect of the Plan should be sufficient to provide for the long-term, indefinite perpetuation of the species.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

II. HISTORICAL REVIEW

Exhibit C - San Bruno Mountain Habitat Conservation Plan**II. HISTORICAL REVIEW**

The San Bruno Mountain area is the only remaining undeveloped property left from the original Spanish land grant of "Canada de Guadalupe Visitacion y Rodeo Viejo". This Spanish land grant was made in 1837 to Jacob P. Lessee, a naturalized Mexican citizen. By 1872, the largest holdings were owned by Visitacion Land Company and were acquired in 1884 by Charles Crocker. During the period following its acquisition by Crocker, the area was used primarily for cattle grazing.

Subsequently, the property passed to the Crocker Land Company. The Crocker Land Company was acquired by Foremost-McKesson Inc., in 1970, and its interest in San Bruno Mountain is now held by Visitacion Associates, a joint venture of Foremost-McKesson and Amfac, Incorporated.

Prior to 1965, few urban uses existed in the area, other than early subdivision of adjacent portions of Brisbane, establishment of radio and television transmission towers atop the highest peak, and construction of access roads and fire trails.

The area has more recently been the subject of a number of development proposals. In 1965, a proposal was made to excavate earth from the Mountain over a period of 20 years to provide fill for the San Francisco Airport and for a possible southern crossing of the San Francisco Bay. It would also have resulted in removing enormous quantities of earth (approximately 200 million cubic yards), from the Mountain. This proposal was extremely controversial when made and is thought by some to have caused the formation of the Save the Bay Committee and the ultimate adoption of the San Francisco Bay Conservation and Development Commission, which now regulates dredging and filling within San Francisco Bay. In addition, this proposal triggered the formation of a more local citizens group, the Committee to Save San Bruno Mountain, which has been intensively involved in the conservation of the Mountain since that time. Late in the 1960's, another proposal was made to develop portions of the area for residential uses. This proposal was not pursued.

The most serious recent development proposal for the Mountain was made in 1975. At that time, Visitacion proposed the construction of approximately 8,500 residential units and 2,000,000 square feet of office and commercial space on various portions of San Bruno Mountain. An intensive political battle ensued. Ultimately, the Board of Supervisors of San Mateo County approved a decision, keeping the Saddle Area of the Mountain in open space, but contemplating development of 1,250 residential units on the Northeast Ridge and 950 residential units on the South Slope sections of the area. The political controversy in 1975 and 1976 did not include development proposals for other sections of the area which lie within the planning jurisdiction of Daly City, such as the Administrative Parcels comprising Reservoir Hill, Rio Verde Estates and Rio Verde Heights.

In 1978, Crocker Land Company, a co-owner of Visitacion, settled litigation with San Mateo County by donation and sale of approximately 1,711 acres, consisting of almost the entire main ridgeline of San Bruno Mountain. Approximately 1,100 of these acres were sold to San Mateo County for \$6.2 million and the remaining 546 acres were donated to the County.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

HISTORICAL REVIEW

In 1979, the State of California began negotiations with Visitacion for acquisition of the Saddle Area of the Mountain for a park. After extensive negotiations, a portion of the Saddle Area on which 47 dwelling units could be constructed was omitted from the Saddle Area acquisition and Visitacion completed donation and sale transfers of the Saddle to the State of California. Visitacion was paid \$5.0 million for a 42 acre portion of the Saddle Area and donated the balance (256 acres), to the State so that a total of approximately 298 acres was acquired by the State of California.

Since 1979, proposals have been advanced for the construction of approximately 335 dwelling units on Reservoir Hill. Additionally, adjacent to the Saddle Area is a site owned by the Brisbane School District. Since the site is no longer necessary for school purposes, the Brisbane School District is attempting to obtain a planned development zone which would permit the construction of approximately 225 units on 17 acres. On the North Slope of the Saddle Area, facing toward San Francisco (Rio Verde Heights and Rio Verde Estates), there are proposals to construct approximately 750 units on 34 acres of land.

There is also an active quarrying operation within the area (Quarry). One of the major owners of the Quarry owns adjacent Owl and Buckeye Canyons. At present, only small portions of the floor of the canyons are designated for development by the County's 1976 General Plan with the remainder designated as open space.

In southern Brisbane on the higher slopes of San Bruno Mountain, there is a subdivision consisting of 90 parcels which are generally in multiple ownership. This subdivision, known as Brisbane Acres, has been in existence for 50 years. There are no current development proposals for most of these lots since there are no water, street or utility services to the parcels. Because they are in individual ownership, it is all the more difficult for a development plan to be put forward which could bear the expense of putting most of the necessary service infrastructure in place.

In summary, San Bruno Mountain has, over the course of the years, been the subject of a number of development proposals, several of which are currently pending. Although more than 1,952 acres of San Bruno Mountain are presently in public ownership and contain substantially important habitat, the remaining private lands also contain substantially important butterfly habitat. If the current development proposals, for one reason or another, are withdrawn or are unsuccessful, it can be expected in light of past history and the continuing market pressure for housing development, that future development of this land will be contemplated. Thus, the habitat of the San Bruno Mountain area which remains within private ownership or is otherwise subject to development is under continuing pressure and threats of loss.

Subsequent to the adoption of the General Plan Amendment for the Mountain area and the resolution of the land use controversy, it was discovered that portions of the Mountain provided habitat for a federally listed endangered species, the Mission Blue butterfly. The Mission Blue was listed by the USF&WS on June 1, 1976, as "endangered" pursuant to the provisions of the Endangered Species Act of 1973. In designating the Mission Blue as an endangered species, the Director of the USF&WS made the following statement:

"This butterfly is limited in distribution to two small isolated

Exhibit C - San Bruno Mountain Habitat Conservation Plan

HISTORICAL REVIEW

populations which occur on the summits between Twin Peaks, San Francisco County and the San Bruno Mountains, San Mateo County, California. In San Francisco County, the Mission Blue was formerly more wide spread on the higher hills within the County, but due to expansion of the City and plantings of exotic plants, such as eucalyptus, it is now reduced to a tiny remnant on Twin Peaks and may soon become extirpated. In the San Bruno Mountains, the species is uncommon, and proposed developments there would probably eliminate the butterfly." 41 Fed. Reg. 22041 (June 1, 1976).

On July 3, 1978, the USF&WS proposed to list the Callippe Silverspot and to designate areas of San Bruno Mountain as its "critical habitat". Before final action could be taken on the listing and critical habitat proposal, Congress passed the Endangered Species Act Amendments of 1978 which changed the procedures for the designation of critical habitat. As a result, on March 6, 1979, the USF&WS withdrew the critical habitat portion of the July 3, 1978 listing and designation proposal. On March 28, 1980, the USF&WS re-proposed the designation of critical habitat for the Callippe Silverspot. The proposed "critical habitat" for the Callippe Silverspot includes all of the areas within the San Bruno Mountain area designated as available for development pursuant to the County General Plan. In June, 1980, the USF&WS allowed the listing proposal for the Callippe Silverspot to expire. In allowing the listing and critical habitat proposal to expire, the USF&WS indicated that habitat of the Callippe Silverspot included essentially the same areas as the Mission Blue and was therefore effectively protected by the listing of the Mission Blue and that the proposal could be reconsidered upon the development of further information.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

III. BIOLOGICAL PROGRAM

Exhibit C - San Bruno Mountain Habitat Conservation Plan**III. BIOLOGICAL PROGRAM****A. ISSUES**

The purpose of the Habitat Conservation Plan is to provide for the indefinite perpetuation of the Mission Blue and Callippe Silverspot butterflies on San Bruno Mountain, as well as to conserve and enhance the value of the Mountain as a whole as a remnant ecosystem or biological refuge which contains other rare or unusual species in addition to the two butterflies. To achieve this purpose, the Plan must be founded on an adequate understanding of the ecology of the two butterflies, the other species of concern, and the biological processes which affect the Mountain as a whole. The biological study conducted in 1980 and 1981 has provided sufficient biological information to serve as the basis for this Plan.

In providing for conservation of the Mission Blue and Callippe Silverspot the more pervasive goal is to simultaneously provide for the perpetuation and enhancement of the grassland habitat which supports the butterflies, including its high proportion of native plants, local and regional endemics, and the animals which utilize the grassland. The focus of preservation is on the grassland because this is thought (Kuchler, 1977) to be the ancestral native habitat of the area, it supports the endangered butterflies and many other species, and it is threatened by the encroachment of the brush community and the spread of gorse and eucalyptus. While the brush community also contains rare and endemic species such as the San Bruno Elfin butterfly and the three unusual manzanitas, and the Plan also contains strenuous provisions to protect these resources, the brushland is thought to be favored biologically by the present conditions on SBM and not under the same threat of replacement as the grassland.

The HCP is not simply a Plan to preserve rare butterflies, but a Plan to preserve the grassland habitat of which they are a small, but important part. The principles which guide the Plan and many aspects of its operation would remain unchanged even if the Mission Blue and/or Callippe Silverspot were to go extinct on the Mountain (most likely due to forces -- such as droughts -- beyond the Plan's control). The principles of the Plan -- preserving existing habitat types, manipulation and enhancement only to restore to natural condition disturbed or degraded habitats are valid whether or not the butterflies are specially considered. These principles are intended to perpetuate the total set of ecological values on the Mountain which distinguish it from other open space within the SF Bay region, particularly as the habitat of nearly 400 native plants, many animals and most likely rare or unique species which we have not yet discovered.

The study concluded that the Mission Blue (and Callippe) is a single population inhabiting San Bruno Mountain. The population has been divided by man's prior disturbance (i.e. Industrial Park and Guadalupe Canyon Parkway) into two major population clusters or "colonies". These colonies are not independent of one another. There is movement between them which genetically links them (see Biological Study for complete discussion). The largest colony is found along the Southeast Ridge; 1981 estimates placed 60% of the Mission Blue and 75% of the Callippe Silverspot populations there. The other colony is two miles to the north on the Guadalupe Hills, where about 30% of the Mission Blue and 25% of the Callippe populations occurred in 1981 (see Figures

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

III-1 and 2). The Mission Blue is also found scattered at low density throughout the Mountain's grassland and in three other small, but distinct colonies on Radio Ridge, Reservoir Hill and Twin Peaks (2.2 miles north of SBM, in San Francisco). All of the San Bruno Mountain colonies have some genetic interchange. It is unlikely that there is interchange between the Twin Peaks colony and the San Bruno Mountain colonies.

The total number of flying adults of Mission Blue inhabiting San Bruno Mountain during the 1981 flight season was roughly 18,000; the Callippe population was estimated at 11,000 and 8,000 adults for the 1980 and 1981 flight seasons, respectively. Migration data gathered during the biological study indicate one population sharing genetic contiguity; there are no smaller, isolated sub-units. Both seasonal and daily estimates of population size show that the populations are well above the minimum reproductive size believed necessary for genetic stability; they are not likely to go extinct simply because they are already too small. A high proportion of long-distance movement is the basis for genetic interchange between colonies and for re-establishing colonies lost from small areas of habitat.

The SBM grassland has high relief -- steep hillsides, sharp ridges, deep swales, and exposed hilltops. The relief is important to both butterflies as it determines both the distribution of the larval food plants and the adult nectar plants. Lupine, the larval food plant of the Mission Blue, grows best on rocky outcrops, in poor soils where grass grows poorly, and in areas of recent disturbance such as roadcuts, landslides and rodent diggings. Violet, the Callippe larval food plant, grows best in openings in grassland where it is not overgrown by dense grass or brush.

Both species depend on a mixture of high and low density habitat within the SBM grassland, but for different reasons. Mission Blue can find basic requirements (mating, nectaring, egg-laying) within a very small area (less than one acre), but since the lupines shift location somewhat from year to year, succeeding generations of Mission Blue must shift also. The Callippe resource, on the other hand, is scattered over a larger area (usually more than five acres) so Callippe is forced to use more of the the habitat on a daily basis.

Callippe is a "hilltopping" species; males "patrol" hilltops and females instinctively fly uphill to mate and downhill to lay eggs. The importance of hilltops to Callippe dictates that hilltops or ridgelines must be maintained as habitat in a viable conservation plan. Mission Blue is commonly found in dense clusters on certain hilltops, but the orientation is an accidental result of the high density of lupine also found on these hilltops, not a behavioral response to hilltops.

Both species will cross small distances of unsuitable habitat, such as scattered brush or trees, small paved roads and dirt roads. However, dense brush or plantings of trees (such as the Eucalyptus groves on Northeast Ridge), major paved roads and residential lots act as severe barriers to Mission Blue, and significant barriers to Callippe as well. The butterfly response to barriers indicates that corridors (see Glossary) of suitable habitat must be preserved within developed areas, to preserve habitat contiguity with major expanses of open space, thereby avoiding fragmenting the existing continuous populations.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

FIGURE III - 1
GENERAL POPULATION AND HABITAT DISTRIBUTION -- MISSION BLUE -- 1981



Exhibit C - San Bruno Mountain Habitat Conservation Plan

FIGURE III - 2

GENERAL POPULATION AND HABITAT DISTRIBUTION — CALLIPPE — 1981

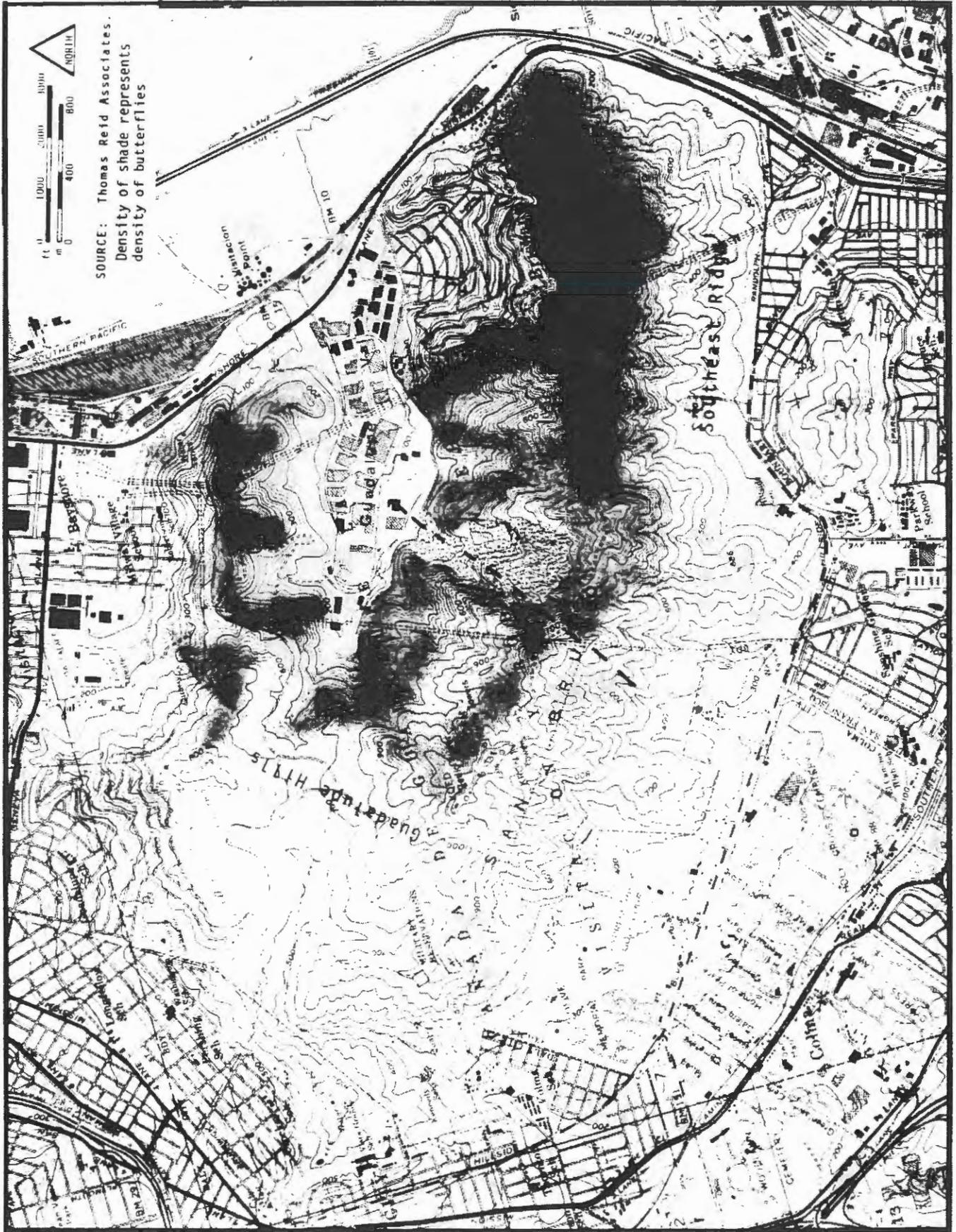


Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

The distribution of plants and animals we see today on SBM is the result of the replacement of the ancestral perennial bunch grassland with a European annual grassland, followed by many decades of grazing, and the removal of grazing in the mid-1960's. The larval food plants of Mission Blue (lupines) and some of their nectar plants (thistles) are favored by grazing since larger plants are not eaten by cattle and also thrive in disturbed areas and in poor soil which results from intensive grazing. The lower average vegetation height in grazed grassland may make the low-growing violets more accessible to Callippe as well. Grazing also controls the spread of brush as young seedlings invading grasslands are grazed.

Since grazing and its biological effects on the landscape have ended, natural processes are promoting the spread of brush and reducing the density of lupines, violets and butterfly nectar plants within the grassland. These processes, combined with vegetation damage by trespassing off-road vehicles, significantly threaten the long-term survival of these insects and their grassland habitat on San Bruno Mountain. Elements of the Plan aimed at modifying natural succession and protecting the area from vandalism are expected to enhance significantly the prospects for long-term survival of these species and the grassland habitat in general.

Ninety-seven percent (97%) of the Mission Blue's current habitat as reflected by population distribution is on San Bruno Mountain and 3% of the habitat is on Twin Peaks. Owners of 88% of the total habitat have entered into this HCP and have agreed to dedicate 75% of the Mission Blue's current habitat to permanent, undisturbed open space. The owners will destroy 14% of the present habitat in the process of developing their property; at least one quarter of this may be reclaimed after grading. Owners of the remaining 12% of the land (including Twin Peaks) have not entered into any agreements, and will be prohibited by the Endangered Species Act and local regulation from destroying any habitat they own. Thus, 87% of the Mission Blue's habitat is protected (75% by dedication and 12% by regulation).

The Callippe Silverspot is similarly protected. All of the Callippe's habitat is on San Bruno Mountain. Owners of 89% of the Callippe's habitat have entered into this HCP and will dedicate 82% of the habitat to permanent open space; 8% of it will be developed. Owners of the remaining 11% of the habitat are prohibited by local regulation from taking any of the butterflies. Thus, 93% of the Callippe's habitat is protected (82% by dedication and 11% by regulation).

Another endangered butterfly species, the San Bruno Elfin (Callophrys mossii bayensis) is found on San Bruno Mountain. This insect is dependent on a single host, and the adults seldom stray very far from this host; as such it occurs in rather distinct colonies. Little interchange takes place between colonies (Robert Langston, 1982). Figure III-3 shows the nine colonies known to Robert Langston in 1982. The shaded portion of the map indicates the extent of the Elfin's habitat as mapped by R. A. Arnold in the 1982 San Bruno Mountain Recovery Plan.

It is the intent of the HCP not to cause the taking of any San Bruno Elfin butterflies, therefore within the potential habitat areas shown in Figure III-3, no takings of the Elfin can occur. Anywhere development is contemplated in potential habitat areas further studies must be done to assess the separate impact on this species. In addition, the HCP requires that the

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

Habitat Manager be aware of these potential habitat areas. In addition, if the Habitat Manager is not already familiar with the Elfin, he will become so, in order that research and monitoring of this insect can take place annually. Should San Bruno Elfin be found outside the areas designated in Figure III-3, impacts should be avoided if possible, however, incidental takings outside of designated potential habitat areas will be covered by the 10(a) Permit.

Another rare butterfly found on San Bruno Mountain is the Bay Checkerspot (Euphydryas editha bayensis). This insect is currently proposed for listing on the Federal Endangered Species list; a decision on this listing is expected to take place in 1983. The Checkerspot has a limited distribution on the Mountain; its known range is entirely within the County Park portion of the Mountain, at the top of Southeast Ridge. As indicated in Chapter VII of this HCP, the Park has no plans to develop or build trails within the area containing Bay Checkerspot habitat. The Habitat Manager will be monitoring these insect on a annual basis to more fully identify their distribution and habits on the Mountain.

After publication of the Draft HCP, San Mateo County asked its biological consultant, Thomas Reid Associates, to research the presence and potential habitat of the Federally listed Endangered San Francisco Garter Snake on San Bruno Mountain.

The U.S. Fish and Wildlife Service in conjunction with the California Department of Fish and Game has been searching for the snake on the Mountain since early 1982. The main emphasis of their searches is in the State and County portions of the Park, near and within the bog area of the Saddle. They have also been consulting Ted Papenfuss, Ph.D. Up to now, no snakes have been found. The efforts of the Federal and State government have been coordinated with the HCP.

Thomas Reid Associates contacted Ted Papenfuss, Ph.D., Research Herpetologist from U.C. Berkeley and respected authority on the San Francisco Garter Snake, to prepare a map of the snake's potential habitat on the Mountain. After field work, he was able to prepare such a map (See Figure III-4). Although no official sitings of the the snake have been recorded in recent years, the areas indicated on the map are where further research should be done.

As with the San Bruno Elfin, within the snake's potential habitat areas shown in Figure III-4, if the snake is found, no takings can occur. Anywhere development is contemplated in potential habitat areas, further studies must be done to assess the separate impact on this species. In addition, the HCP will require that the Habitat Manager be aware of these potential habitat areas, and that he become familiar with its appearance and habits so that he can help assess the presence of the snake on the Mountain. Should a snake be found outside of these areas, impacts should be avoided if possible, however, incidental takings outside of designated potential habitat areas will be covered by the 10(a) Permit.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

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III - 7

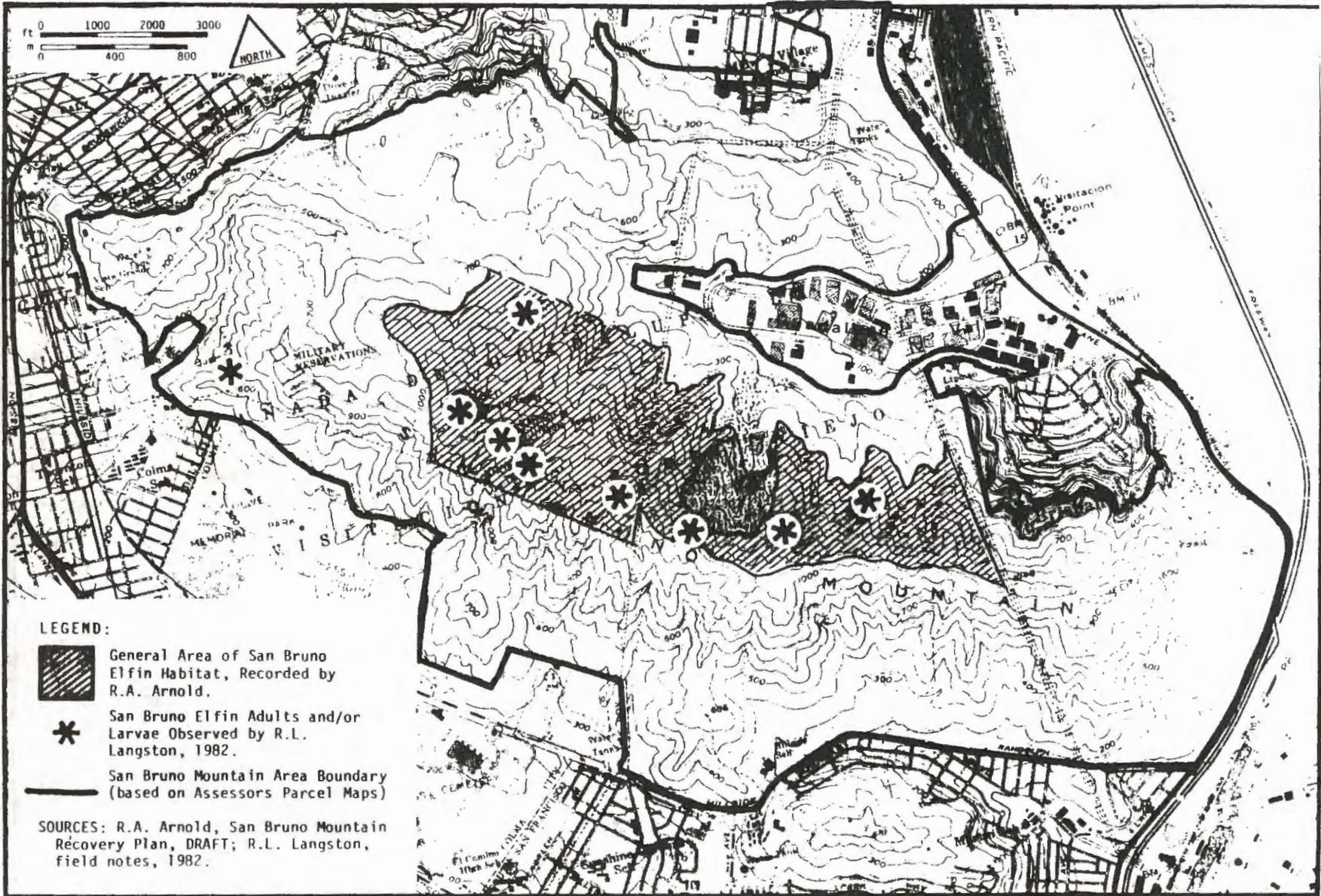


FIGURE III - 3
GENERAL POPULATION AND HABITAT DISTRIBUTION — SAN BRUNO ELFIN

Exhibit C - San Bruno Mountain Habitat Conservation Plan

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III - 8

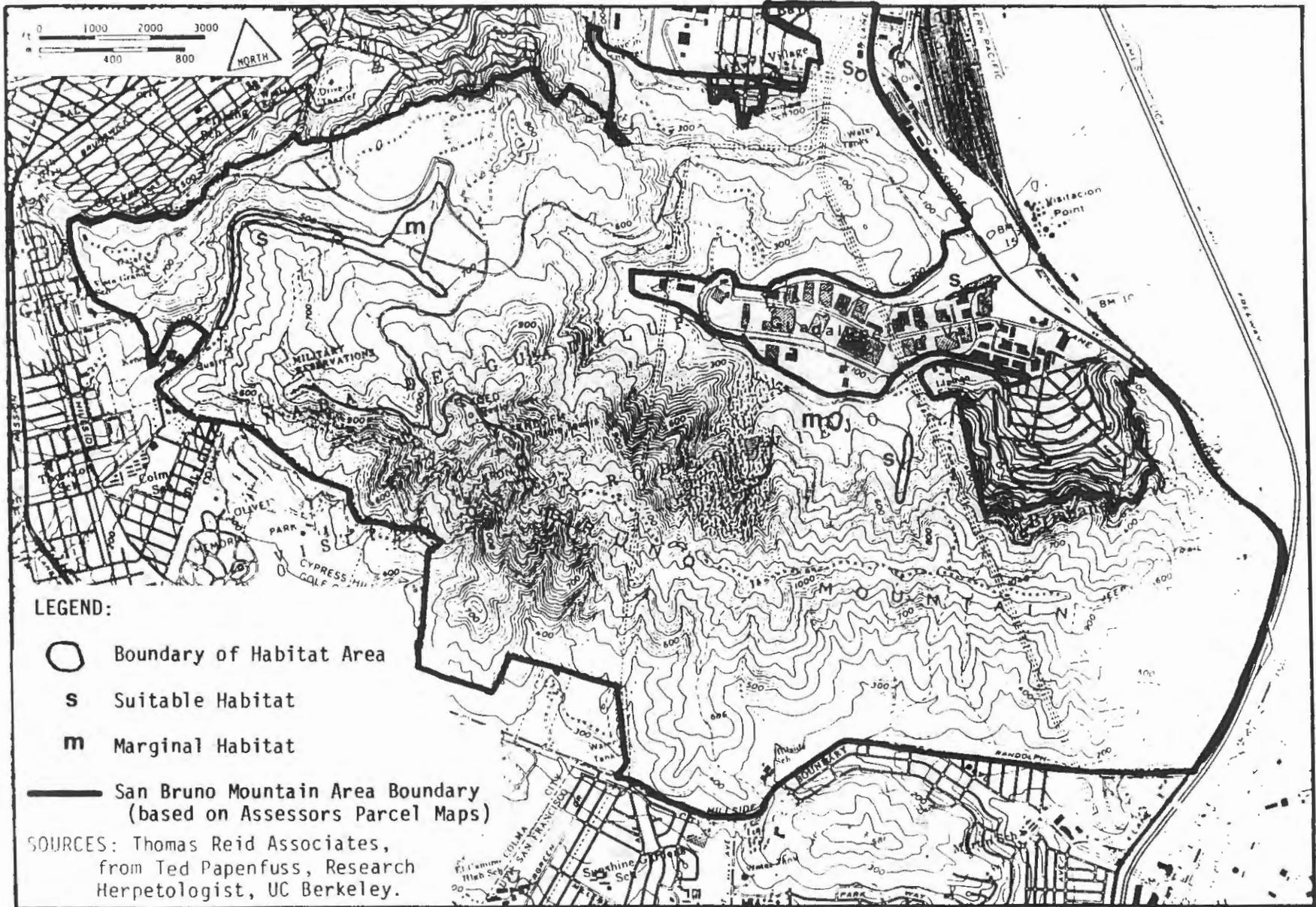


FIGURE III - 4
POTENTIAL HABITAT OF THE SAN FRANCISCO GARTER SNAKE

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

B. GUIDING PRINCIPLES

The application of habitat conservation strategies to the San Bruno Mountain area in concert with a certain amount of development will be guided by a broad set of conservation and planning principles. The principles are formulated to maximize the Plan's success in conserving both the endangered species of interest and the overall ecological fabric of the Mountain. Each specific conservation technique applied to the management units within each administrative parcel on the Mountain will be in accordance with these principles.

The following is a list of the more important guiding principles for the implementation of the habitat conservation program; they are not listed by priority. Each is described in more detail below:

1. Preservation of ecological values
2. Preservation of existing diversity
3. Reliance on preservation rather than restoration
4. Habitat manipulation for enhancement
5. Phasing
6. Resolution of Uncertainties
7. Ongoing review

Preservation of existing ecological values is one of the foremost objectives of the Plan. The ecological values to be preserved comprise all of the features of San Bruno Mountain which result from its unusual climate, steep topography, and past relative freedom from urban development. These values include the endangered species of concern, the unusually large number of other rare or endemic plants and animals, the complexity and diversity of ecological communities including the high proportion of native plants and high degree of utilization by wildlife. Since the Mountain has experienced the effects of man's activities increasingly in recent times, including livestock grazing, arson, the quarry, the telecommunications facilities, and roads (most significantly Guadalupe Canyon Parkway), the ecological value of the Mountain has been reduced from its ancestral, or "pristine" condition. Nonetheless, since it is extremely difficult to theoretically reconstruct what this ancestral condition would have been, and virtually impossible to recreate it, a realistic and much more workable goal is to attempt to preserve the known values of the present-day "biological refuge".

As mentioned, part of the ecological value of San Bruno Mountain is its diversity of species, community types, and topographic features. This diversity is reflected in the very occurrence of the endangered species and local endemic plants of special concern. To preserve its ecological values, a second guiding principle is to preserve in open space existing diversity in terms of annual and perennial grassland, brushland and grassland (particularly brushland harboring species of concern such as the San Bruno Elfin), north and south-facing slopes, exposed and protected areas, moist and dry areas, high and low density areas of butterfly larval food plants and nectar plants.

Diversity is also related to stability in ecological systems. Although the precise nature of the relationship is still under study by ecologists, it is generally thought that part of the stability of ecological systems stems from the complexity and overlap in their food webs (the food and feeding relationships among animals and plants). (Odum, 1971, Ehrlich et al. 1977).

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

Removal of species from the food web simplifies the system and may make it more prone to collapse*. For example, the loss of a large predator leads first to an outbreak of its herbivorous prey, which then may defoliate and kill its food plants and subsequently starves. From the point of view of both the ecological value of the diversity on San Bruno Mountain and its long-term maintenance, preservation of the diversity makes sense as a conservation plan principle.

The principle of **reliance on preservation** (as opposed to manipulation or restoration) is an extremely important one. Preservation of existing ecological conditions is preferable to attempting to recreate these conditions after disturbance or elsewhere (e.g. clearing brush to create grassland) for several reasons. Preservation is less expensive than restoration. Even more importantly, there is always uncertainty as to whether a restoration or habitat enhancement effort will produce the desired result or whether it will adversely affect another species. Although the habitat enhancement techniques recommended in this plan have been tested in range management or other enhancement programs reported in the literature, their application to San Bruno Mountain is still, in many ways, an experiment with unknown results. (This is why, as discussed below, we also recommend a conservative, or step-wise approach to habitat manipulation). The underlying problem is that biological systems and their interaction with the physical environment are so complex that one cannot know or control all of the variables which could affect the success of the enhancement strategy.

Even in the absence of development, strict conservation of all of San Bruno Mountain would not guarantee that the species of concern or the existing ecological communities would survive in perpetuity. As described in Chapter VI of the Biological Study Report the natural process of succession (see Glossary), which has been taking place since the removal of grazing, is causing the gradual spread of the brush community at the expense of grassland, and is also changing the proportion of broadleaf to grass species within the grassland. Both of these trends can, in themselves, jeopardize the long-term persistence of the endangered species on San Bruno Mountain. Therefore, to maximize the probability that these species will persist, habitat manipulation is a viable alternative to strict conservation in those localities where it can be demonstrated by monitoring that succession is having a detrimental effect on particular species.

Within the framework of a plan founded on conservation principles, one can adopt a case by case program of habitat manipulation. Within habitat areas that are simply preserved it is always possible to apply future manipulation for enhancement, but once habitat is altered, it is not possible to guarantee restoration of its former condition. Specifically, we have strong evidence that graded areas can be restored to Mission Blue and Callippe habitat, but the HCP should not rely on such action to maintain the species.

* The role of diversity in ecosystem stability is one of the basic scientific principles reflected in the Endangered Species Act itself. In a broad sense, part of the purpose of the SBM HCP is to preserve the stability of biological systems by offsetting a tendency toward loss of diversity exemplified by the extinction of a butterfly subspecies. Man is a part of the biological system and derives some of his quality of life from it.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

Therefore, to minimize foreclosure of future options, the initial approach is to assume that all graded areas within development parcels will be lost as habitat; hence the plan stresses the need to conserve as much area as possible in open space. The open space should further conform to the following conservation principles: (1) it should preserve large habitat areas (2) it should preserve the existing diversity of habitat types, including high and low density resource areas for the butterflies of concern, and of physical conditions (slope, exposure) (3) it should preserve contiguity between open space areas on all major portions of the mountain (Planning Areas) and (4) it should preserve connections between open space within conserved habitat. To maintain the level of genetic interchange between colonies and small sub-units of the Mountain's population necessary to maximize the chances for species survival, it is critical to prevent true fragmentation of the current population and isolation of any open space areas which are expected to harbor endangered species in the long term. Therefore, in the review of current development proposals, the final layout of development and the implementation measures for management units described in Chapter VII of this Plan all incorporate these specific conservation principles. Likewise, they should be used in evaluating and modifying all future development proposals.

As an adjunct to preservation habitat manipulation for enhancement is justifiable in instances where the manipulation fulfills one or more of the following explicit criteria:

1. When the manipulation helps to compensate for the nearby loss of habitat to development, such as the re-establishment of lupine outside the development area on Reservoir Hill where lupine now supports Mission Blue.
2. When the manipulation reverses past disturbance or accelerates the rate of natural recovery from past disturbance, as areas invaded by gorse, areas planted in eucalyptus, roadcuts or other slopes prone to erosion, dirt bike trails etc.
3. When the manipulation reverses a natural process, such as succession of grass to brush, or loss of broadleaf species from grassland which further threatens the existence of endangered species on San Bruno Mountain;

The approach to manipulation is to prioritize areas for enhancement in the order of the criteria given: that is, the first sites targeted for enhancement are those where habitat destruction due to advanced development plans is imminent, such as on Reservoir Hill (RH). Also since the present day Mission Blue colony on RH would be destroyed, it makes sense to spread out the colony and establishing its food plants in an adjacent area to be retained as open space. Similarly, carefully controlled experimental measures to eradicate gorse or revegetate erosion or off-road vehicle scars can both improve overall habitat quality on SBM and provide needed information about the effectiveness of revegetation and invasive species control methods.

Since habitat enhancement through manipulation is still experimental, and secondary to conservation, the approach to manipulation is to use it only when it clearly improves on the existing biological condition of an area according to the criteria listed above, and to proceed in an incremental, or step-wise fashion. Habitat enhancement techniques should generally be tried first on a small, "pilot" or experimental scale to (1) determine if they are biologically effective, (2) refine them so that they are both most effective and cost-

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

effective and (3) determine whether they have any undesired effects not anticipated. Once techniques can be demonstrated to work on a pilot scale, they can be employed on a larger scale such as entire management units. In applying habitat manipulation for enhancement only to clearly disturbed or degraded areas, one can be reasonably sure that "healthy" habitat will not be damaged or natural processes within the grassland-brush ecosystem disrupted.

In any application of enhancement strategies there should be an order of preference among the strategies chosen. Strategies should be utilized which are less expensive, have been proven to work in range management, for erosion control, or in other situations with some resemblance to San Bruno Mountain before those which are more expensive and/or highly experimental. A rough grouping of the enhancement techniques discussed in the following section (VI B) from more accepted to more experimental would be as follows:

Generally accepted or widely used in range management or highway construction	Chaining and Scraping (of brush or areas succeeding to brush) Herbicides application (for Exotic species and Brush Management) Landscaping Runoff and Irrigation Control Seeding/Propagation (with native or host plants)
Widely used but more experimental in this application	Grazing Burning Vandalism/Fire control
Not widely used. Experimental in this and all other applications	Soil Modification (Rock Spreading) Relocation of Host Plants Off-site introduction of species of concern Lab Rearing/Cultivation of species of concern (for re-introduction into the wild)

Phasing is a key feature of both the overall implementation of the Plan and the application of habitat enhancement techniques in Conserved Habitat areas.

1. Conserved Habitat. As described later in this Chapter, the initial years of Plan implementation within Conserved Habitat areas will be characterized by pilot studies of monitoring techniques and habitat enhancement strategies. Later years (5 or more years after start-up) should see the larger scale application of habitat enhancement programs within Conserved Habitat.

Within the Conserved Habitat, uncertainties regarding optimum methods for monitoring populations of species of concern and others, and for implementing and monitoring habitat enhancement will be resolved through the research/pilot program effort carried out during the first few years and critically evaluated by the Technical Advisors to the County. For example, a research program for the Mission Blue and its lupine host plants is already underway on Reservoir Hill and preliminary results should be available by late Spring, 1982.

2. Development Areas. In Development Areas, development mitigation such as dedication of graded areas and erosion control measures will be phased

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

concurrently with adjacent development activities. The phasing is determined primarily by the financial and engineering needs of development. While longer intervals between development phases would be beneficial to the conservation program, long delay would jeopardize the feasibility of the various projects. Nonetheless, the planned phasing is a commitment on the part of the developers and allows the HCP to anticipate the impact and program mitigation accordingly.

C. ACTIVITIES**1. Research**

At the close of the Phase Two Biological Study adequate information had been collected to address the basic scientific questions of the study and to serve as the basis of a planning program to preserve endangered species on San Bruno Mountain. Notwithstanding the considerable knowledge gained through the Biological study, the Habitat Conservation Plan, in concept and in implementation, is novel and in many ways, experimental. There are many biological uncertainties which inescapably remain at the outset of such an ambitious undertaking which can only be resolved through an ongoing program of applied research designed specifically to direct Plan implementation.

As described in III C 2. and III C. 3 some of the activities which fit the general description of research are pilot studies into the most cost effective monitoring and habitat enhancement techniques. The scope and general mechanics of these research topics are described under each activity. The text addresses the need for further study, the anticipated background research, field techniques and analysis that would be employed, and the direct way in which the results would serve the conservation program.

While the Biological Study was not an exhaustive study of the entire ecology of San Bruno Mountain -- as an intensive study of the two butterflies of concern and their habitat requirements it concurrently revealed much about the present day ecological relationships within the grassland and between the grassland and the brush to allow the participants to formulate a Habitat Conservation Plan with a degree of confidence seldom afforded to conservation efforts. While longer term basic research on the Mountain, on any species or ecological question, at the scale and intensity of the 1980-81 effort is prohibited due to a clear lack of funding sources, basic research even at a more modest scale is desirable to improve and update our total understanding of the ecology of the Mountain. Such research within dedicated lands is to be encouraged through the traditional channels of academic research at local colleges and universities. Due to the absolute limits on funding between the private and public sector participants in the Plan, research within the Plan itself must be much more highly focused on furthering the successful operation of the plan. It will therefore necessarily center on such topics as the best methods of monitoring butterfly populations, host plants, endemic plants, spread of brush, effective methods of gorse eradication, cost-effective plant propagation techniques and so forth.

One important aspect of the academic research potential of an ecological reserve on SBM is the potentially valuable contribution from continuing research programs begun on SBM before the HCP. Several scientists in the Bay Area have been observing the plants and animals of SBM for several decades. The data from past research represents an invaluable historical perspective on the enhancement activities of the HCP. While much of the data has been

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

analyzed and published (and used in the HCP), more knowledge will be drawn from an organized, synthetic research program conducted over many years. Special consideration should be given to attracting researchers who have historical data on SBM.

One area of basic research which is integral to the long-term implementation of the plan is research into the process of natural succession on the Mountain -- in particular the rate at which brushland is replacing grassland and the rate at which butterfly host plants, such as lupines or violets are being outcompeted by other grassland species. There is much evidence, as described in Chapter VI of the Biological Study Report and elsewhere in this Plan, that these successional trends are occurring and affecting the overall distribution and character of the habitats on the Mountain. Comparison of the vegetation map prepared by the US Geological Survey and US Forest Service in 1932 (Figure III-5) and the map prepared by TRA in 1981 (Figure III-6) document the advance of brush and spread of gorse over a 50-year period. The numerical change (acreage and percent) in this 49-year interval, calculated by planimetry, is given in Table III - 1.

TABLE III - 1
CHANGE IN EXTENT OF VEGETATION TYPES, 1932-1981

	<u>1932</u> (acres)	Urbanized Since 1932 (acres)	<u>1981</u> (acres)	Change (acres)	Change (Percent)
Gorse	52	52	334	+282	+545
Brush	600	50	1141	+541	+90
Eucalyptus	124	46	206	+82	+65
Woodland	32	--	72	+40	+125
Cultivated	95 ^a		0	-95	
Total, non- grassland	808	148	1753	+945	+117
Total, grassland	4047 ^b	1238	1811	-2331	-55
Total SBM area	4950	1386	3564.5	-1386	

^a Left out of the non-grassland sum since it was not natural land in 1932.

^b The area of contiguous grassland in 1932 which is larger than the present study area of 3564.5 acres.

Source: Thomas Reid Associates Figures III - 5; III - 6

Exhibit C - San Bruno Mountain Habitat Conservation Plan
FIGURE III - 5

MAJOR VEGETATION COMPONENTS -- SAN BRUNO MOUNTAIN -- 1932

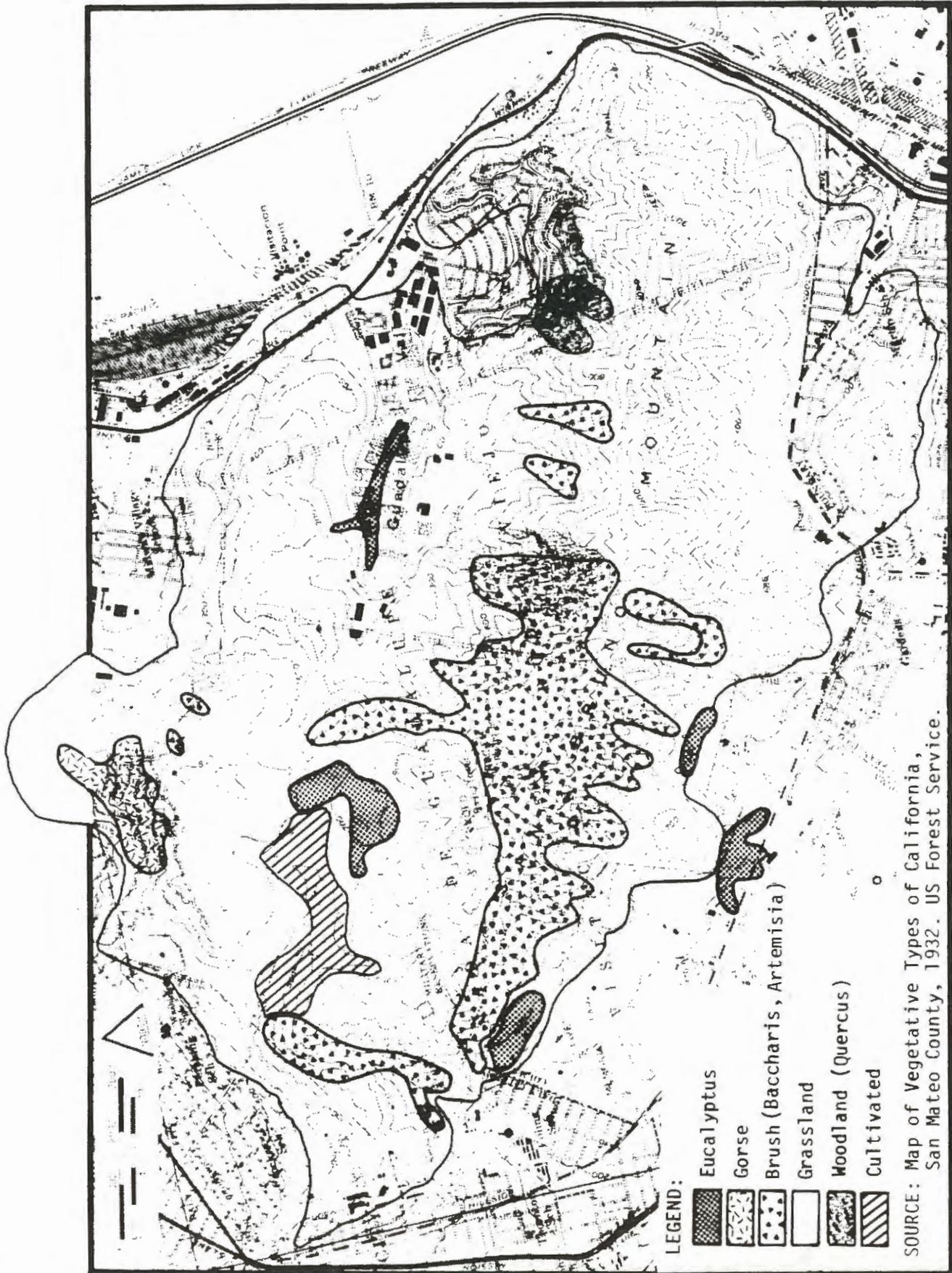


Exhibit C - San Bruno Mountain Habitat Conservation Plan

FIGURE III - 6

MAJOR VEGETATION COMPONENTS -- SAN BRUNO MOUNTAIN -- 1981

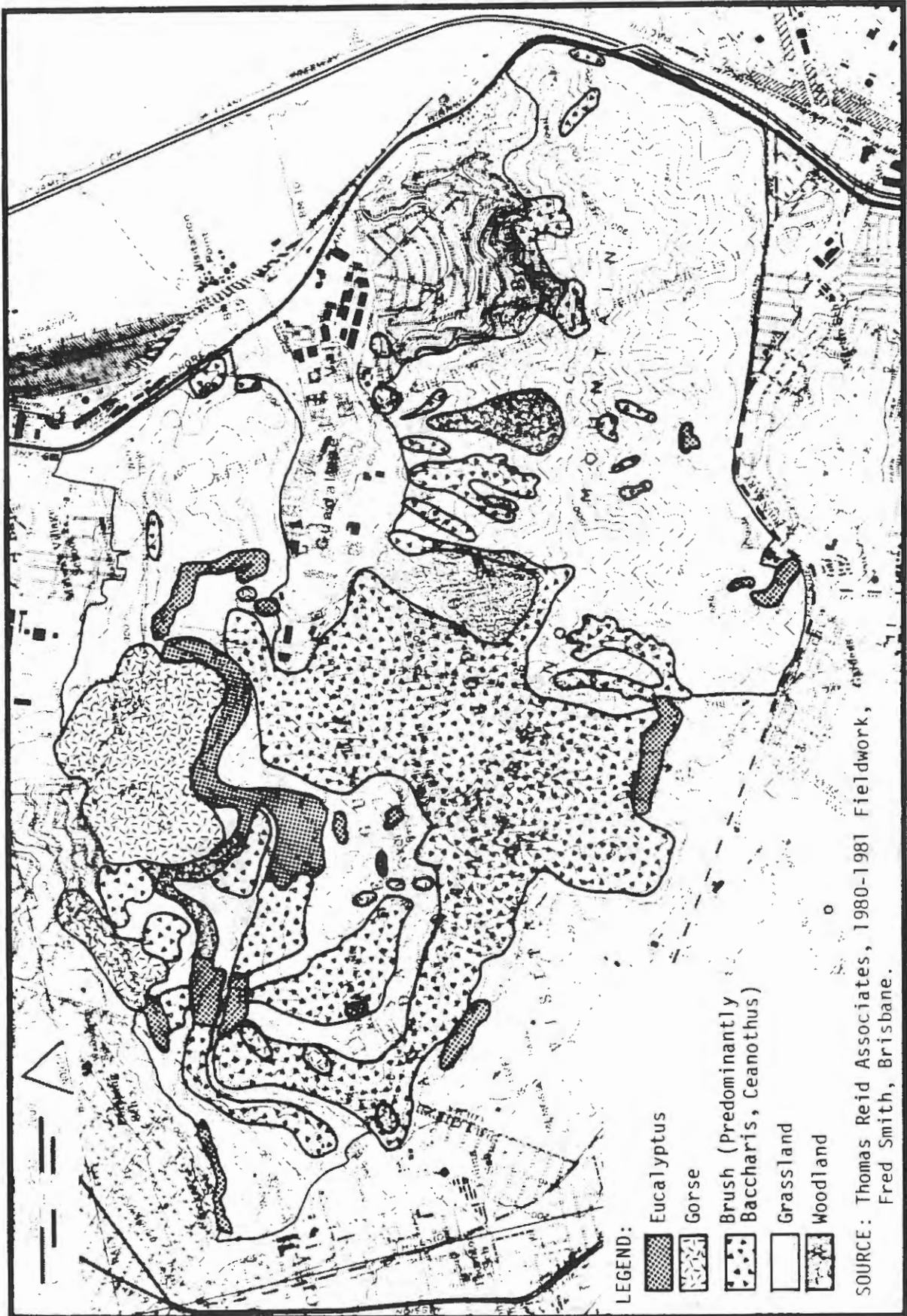


Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

As Table III - 1 shows, in 1932 in the San Bruno Mountain area there was more than four times as much grassland as non-grassland; in 1981 the proportions are nearly equal. Almost 950 acres have been taken over by invasive species and native brush; another 1386 have been lost to urbanization. Gorse is by far the most active invader, judging by its proportional increase compared to the other vegetative types. In 1932 the area of contiguous grassland on San Bruno Mountain was substantially larger than the entire present day study area of 3564 acres because of the far smaller extent of urbanization on the periphery at that time.

Since we have no intervening data yet analyzed, we do not know how the process of grassland invasion by other plant types accelerated after grazing ended. We hypothesize that the rate was slower prior to 1965. If the rate of loss was linear over the 49-year interval, then grassland would be disappearing at the rate of 19 acres per year. At this rate, one could expect the remaining grassland to be completely replaced in about 90 years. In reality, ecological processes such as invasion of one plant community by another are not linear, but more likely to be exponential because as the brush expands it presents an ever larger reservoir of seeds and front for expansion.

An exponential model would predict that in the absence of brush or exotics control by deliberate management or incidental annual burning, all of the remaining grassland would be replaced in about 44 years (1.6% per year). In reality, it is doubtful that all of the grassland would be replaced, since there may be localized areas where grassland is ecologically favored. However, it is clear that existing biological processes, unchecked will dramatically reduce the area of grassland habitat in the near future so that the dominant aspect of the Mountain will be brush and exotics.

There is also strong evidence from other biological study sites within the SF Bay region that such processes are occurring (McBride and Heady, 1968; McBride 1974). However, although we have evidence for the overall magnitude of change in vegetation communities over a 50-year period, we do not know the kinetics of the process, particularly the likely acceleration in the rate of brush encroachment since the cessation of grazing, nor the true severity of the impact of this succession on the endangered species of concern.

The degree of habitat manipulation which will be necessary in the long term and the timing of its application depends very strongly on the rate or intensity of this biological process. If the rate is currently relatively slow, so that the species composition of the grassland changes very little in a decade or very few acres are converted to brush, then the need for some types of manipulation to enhance grassland is reduced. In particular areas, activities such as chaining or herbicide control of brush, burning or re-introduction of grazing may be eliminated or deferred into the future. Since conservation is less expensive than manipulation, information gained through a modest research program on succession may save many times the cost of the research on reduced manipulation.

The thrust of the research program would be to more thoroughly document the historical (pre- versus post-grazing) and present rates of brush advance on San Bruno Mountain. Documentation would be achieved through study of all available aerial photographs taken during and after the grazing years. Photos obtained to date are black and white and at small scale, but do show the boundary between grass and brush and allow us to measure its rate of advance

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

over a period of a decade or less. According to Joe McBride, professor in the School of Forestry and Conservation at UC Berkeley, images that may be superimposed with a stereoscope greatly improve the visual resolution of brushland and grassland from photographs. (McBride published some striking photographs of the advance of Baccharis shrubland into grassland over a 30 year period in Tilden Park in the Berkeley Hills.) Perhaps stereo photographs or large scale (1:24,000 or less) photographs may yet be found which can provide the historical documentation sought.

As part of the Plan it could be required that false color infrared aerial photographs of SBM be taken periodically at the appropriate scale to provide future photo documentation of brush advance. The procedure which was used as part of the 1981 Biological Study involved charter of a commercial high-wing single engine aircraft for 3 or 4 hours, the use of a trained observer with an ordinary 35 mm camera and infrared film. The cost for a day's photo run was thus only about \$500 including the scientist's labor, and a single run covering the mountain at the same time each spring would probably be sufficient.

Field experimentation could involve comparing the age of individual plants of Baccharis or other woody brush species in the center of a large stand compared to the edge, and compared to "pioneer" individuals found in the midst of large expanses of grassland. If individuals at the edge of the stand or out in the grassland are younger, this is direct evidence that the stand is actively moving outward. By appropriate sampling, one can draw an "age contour" map of a stand of brush which shows the rate of outward expansion. The age of woody plants may be determined by counting growth rings of the main stem. Other means to detect brush advance in the field include the use of markers at the edge of stands to measure the movement of the stand past the markers.

Changes in the species composition of the grassland of interest include increased density of native perennial grasses, increased height and density of annual grasses and decreased density or loss of broadleaf species including lupines, violet, grassland endemics, and all butterfly nectar plants. To measure these successional trends on a mountain-wide scale, sampling techniques measuring percent cover would have to be used systematically throughout the grasslands. The techniques could be similar to the transect method described in detail in the Biological Study Report. Experience of the 1980-81 field crew and captains, and of the California Native Plant Society, has shown that once one becomes familiar with plant patterns on the mountain through a period of intensive sampling (e.g. 5% coverage of the grassland during one week out of each of three months in the spring) he would be able to detect a significant change in the vegetation by visual estimation or with a much less intensive sample (less than 1% coverage of the grassland area).

Because of problems of relying on long standing experienced field crew persons, this technique should be done in conjunction with a quantitative approach. The data gathered during the Biological Study would be the basis from which future surveys would be compared and analyzed. If such a sampling program reveals that species such as lupine, violet, grassland endemics or butterfly nectar species are rapidly and broadly diminishing, this would be a signal to implement habitat enhancement on a feasible and appropriate scale.

For research into monitoring and habitat enhancement techniques further literature research can be used to develop the methodologies of the field

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

research. Literature work will comprise review of studies done by others which pertain to the work to be done here or which assist in the development of specific techniques (e.g. how large of a tractor is needed, what tools should be used). Small scale experimentation on the Mountain will allow the chance for gauging how successful these experiments will be, and give the opportunity to modify the techniques before the work is done at a larger scale. It will be important that both the effectiveness in enhancing butterfly habitat and the cost-effectiveness of the practices be measured.

Research into both succession and into monitoring and enhancement strategies can be done by the Plan Operator exclusively, or overseen by the Operator with technical advice and assistance from graduate students and undergraduates at local colleges and universities. In each case field work should be preceded by literature research of related experiments, methods of application and cost of experimental techniques to be used in pilot studies.

2. Monitoring

Monitoring is the task, undertaken by the Plan Operator of regular observation of biological processes, development and conservation activities on San Bruno Mountain. The categories of processes and activities that will require monitoring include the following:

- a. Mitigation -- compliance with Plan conditions with respect to development areas.
- b. Population status of endangered species (and other species) including status of habitat resources and components vital to endangered species, i.e., host plants, exotic species encroachment
- c. Research and pilot study progress
- d. Conserved Habitat enhancement programs

The purpose of monitoring is to assure the Plan conditions are being met in practice (as opposed to on paper), and to keep an ongoing record of the progress of implementation which will be the basis for periodic re-evaluation of the Plan and modification of its major activities, as needed. The degree of monitoring will correspond to the intensity of construction work underway and should be structured to provide sufficient information for the ongoing review. Monitoring of initial experimentation will be more intensive than monitoring done after techniques are established.

Initially, the optimum cost effective techniques for monitoring are uncertain. Therefore early monitoring will involve trial methods which are subject to refinement as the Plan Operator and the Technical Advisors determine that they are providing the proper level of information at an appropriate level of effort.

a. Mitigation -- Compliance with Plan Conditions in Development Areas

The major activities associated with the construction phase of development which will require monitoring include grading, erosion and drainage control, and restoration and revegetation of remnant open space temporarily disturbed by grading. Monitoring of grading practices will assure that the grading takes place within prescribed boundaries, that the proper slopes are maintained, and that conserved habitat is protected by fencing, if necessary. Site preparation monitoring will also cover the construction and use of haul

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

roads, lay-down areas for materials and equipment, temporary stockpile areas, and spoils disposal (fill or removal). Erosion control monitoring will record whether temporary slope stabilization measures such as hydro-mulching are being employed and whether there appears to be excessive runoff or land slippage. Restoration/vegetation monitoring is to insure that such procedures as topsoil cover, mulching, seeding, seed predation control and watering are properly performed at the appropriate time of year. The specific requirements with respect to Administrative Parcels in development area are set forth in Chapter VII.

As each development project reaches the construction stage, it will require monitoring of the activities described. Thus, the level of effort of construction monitoring will be high during the peak construction years but will taper off once the major projects are completed.

b. Population Status of Endangered Species

Monitoring the status of endangered species is central to the main purpose of the Habitat Conservation Plan -- to preserve endangered species. The population status information will be a key indicator of the success or failure of the Plan and its component parts. The most cost-effective method to monitor butterfly and host plant populations on a long-term basis is to be found through experimentation guided by the experience of the 1980-81 biological study. The major colonies of the Phase Two Biological Study within conserved habitat as well as private lands to be dedicated to the public as conserved habitat should all be monitored. A special subset of the butterfly monitoring program is the assessment of butterfly utilization of areas where habitat manipulation for enhancement has occurred.

The monitoring should allow the Plan Operator to determine whether the populations are essentially stable in numbers, decreasing, increasing or fluctuating and whether the distribution of animals is shifting with only a small proportion of the effort spent in the mark-release-recapture program in the Biological Study. Trial methods include observation and counting along predetermined transects, possibly with simplified marking to avoid duplicate counting. If an observer walks a straight path, duplicate observations should be minimal; sometimes during close observation one can get an impression of whether the animals are being counted more than once. During the flight season each area should be surveyed once a week.

Butterfly host plant populations should probably also be monitored since the butterfly populations are very likely to respond to changes in the abundance or quality of their food resources. It is probably sufficient to monitor only the larval food plants because these insects utilize such a wide variety of nectar plants that it is unlikely that nectar plants alone would become limiting.

The host plants may be monitored generally using the sweep method explained in the biological study (see Glossary). Each area should be swept during the blooming seasons and general distribution maps drawn up. It may be feasible to census host plant populations during the course of butterfly censusing. The observer could then also note insect utilization of host plant in different areas. Where more detailed information is required, the traditional methods of censusing by transect or quadrant may be employed.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

Other species of concern should also be monitored - both for effects caused by HCP activities, and to find out more about their population and distribution on San Bruno Mountain. Emphasis should be on monitoring the San Bruno Elfin and Bay Checkerspot butterflies, and the Tree Lupine moth. Also further searches for the San Francisco Garter Snake should take place. Finally, the Habitat Manager should be knowledgeable as to the the description and habits of the rare plants found on the Mountain, so that detailed mapping of these plants can be made.

c. Research and Pilot Study Progress

Monitoring of research and pilot studies on habitat enhancement techniques is an aspect of the research itself. It is the means by which follow-up data are obtained for pilot programs of host plant propagation, grassland seeding, prescribed burning, brush control and so forth.

After the main field effort is completed each year, probably in late summer, the Plan Operator should prepare a report on the three major biological activities of the Plan (research, monitoring, and habitat enhancement). The report will be prepared with the assistance of the Technical Advisory Committee who will present the results of the Plan's scientific effectiveness and cost to the Plan Operator. The TAC can make recommendations to the Board of Supervisors regarding changes in particular activities for different administrative parcels or management units within retained habitat. The Board will then evaluate both the scientific and cost effectiveness of the Plan activities, and adopt changes in Plan implementation accordingly. The changes may involve a shifting allocation of funds among the various activities, or modification or where or how the activities are carried out.

d. Habitat Enhancement Programs

Monitoring of habitat enhancement programs is the basis on which their initial success and continued effectiveness and cost effectiveness will be evaluated. Effectiveness will have two measures: (1) the degree to which the technique produced the intended effect (e.g. the germination success of lupines or violets, or native grasses in a seeded area; the relative abundance of lupines in an area of artificial rocky outcrop produced by rock spreading; the number of brush plants re-sprouting in the first two years after an area is burned or treated with herbicide) and (2) the degree to which endangered species utilize the newly enhanced habitat. The observed population densities from the 1980-81 study can provide a baseline from which to compare insect utilization of enhanced areas as long as the monitoring techniques employed have been carefully worked out to yield data comparable to 1980-81.

Cost effectiveness is measured as the degree of enhancement and utilization achieved for a given level of effort and dollar cost. Standards of cost-effectiveness have yet to be developed; rough standards should be available based on the small-scale pilot phase of the enhancement programs. If certain enhancement programs prove not to be cost effective on large-scale application, new alternatives may have to be sought.

In October 1982, the County Department of Environmental Health (DEH) submitted a memo to the County Planning Department regarding the presence of plague bearing rodents on the Mountain. Their concern was that HCP related enhancement activities (such as brush or exotic species removal) may lead to

Exhibit C - San Bruno Mountain Habitat Conservation Plan**BIOLOGICAL PROGRAM**

an increased carrying capacity of the plague carrying rodents. The HCP will take these concerns into account when developing and carrying out the specifics of the enhancement activities, and the Habitat Manager will cooperate with the Department of Environmental Health in every way possible with regard to this problem. With regard to individual development projects, each city and/or the County having jurisdiction over the project should assure that the developer meet with the requirements of the DEH during the development process.

3. Habitat Enhancement Techniques

The following techniques are those currently identified as having the greatest potential worth for San Bruno Mountain in maximizing the value of the conserved habitat for the species of concern, and in retaining and in some cases, restoring the natural diversity of conserved habitats on the mountain. They are not necessarily an exhaustive list of habitat enhancement methods; others may be identified and utilized in the course of Plan evolution. Below is a short description of the techniques and their effects.

a. Seeding/Propagation**Description**

Seeding is the broadcasting of seed directly onto the soil of the Mountain, before or after pre-treatment to enhance germination success. Propagation is hand planting on the Mountain young plants which have been raised from either seeds or cuttings in a nursery or elsewhere on the Mountain than their intended enhancement location. Seeding and propagation are both methods of enhancing habitat by introducing host plants to areas where they do not occur, or by increasing their abundance in the areas where they already exist. The process of seeding or propagating involves several steps. These are: a) determining areas where seeding/propagation should take place, b) collecting host plant seeds, either from the Mountain or from a local seed distributor, c) growing seedlings either on the Mountain or in a nursery, d) sowing the seeds or planting the seedlings, and e) monitoring the growth and development of the plants.

The types of plants to be considered for seeding/propagation include the larval food plants of endangered butterflies, perennial grasses, native broadleaf species including local endemics, and butterfly nectar plants.

Effects

Enhancement of the species of interest may be paralleled by a corresponding loss of annual grasses in the affected areas, depending on soil modification (see below) and the scale of the experiment. The population of host plants will increase, thereby enhancing the existing habitat for the butterflies. The competitive displacement of other grassland species in these particular areas will slightly change the character of the present grassland but is not viewed as detrimental to the goals of this Plan.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

b. Chaining and Scraping/Raking

Description

Both chaining and scraping/raking are methods of successional management which are used to rid areas of dense grass or brush. Chaining is primarily a method of brush control, and involves the use of a tractor which drags heavy chains across the vegetation being removed. The piles of brush which remain after chaining are usually burned. Scraping or raking is another way to remove brush but is also used to eradicate dense grass. This method involves the use of a tractor with a blade or rake which clears the dense grass and brush. Dense grass may also be brought under control by a tractor equipped with a brushland disk which turns the soil in preparation for cultivation (UC Division of Agricultural Sciences, Leaflets 2402, 2922, 2920, 2923, 2921).

Effects

Scraping or chaining brush areas should check the process of grass succession to brush, thereby increasing butterfly habitat. If areas of dense, tall grass are also chained or scraped, some loss of the species of concern will occur due to the crushing effect of the heavy equipment. However, if this proves to be a successful technique, these impacts would be offset since it will allow host plants to re-invade, provided that the activity was done in conjunction with a seeding and weed control program. For example, Viola pedunculata re-invading a scraped plot would be accessible to Callippe, whereas the violet underneath tall grass on an unscraped plot probably would not. This technique of grassland successional management would not take place where high quality habitat exists (i.e., reasonable distribution of native species, perennial grasses, and butterfly host plants), but only in areas where there is clear evidence of disturbance or succession.

c. Burning

Description

Controlled or prescribed burning is another management technique used for eliminating dense grass or brush. It is an effective way of reducing fuel loads in areas where otherwise uncontrollable wildfires would cause heavy damage, and in grassland successional management can be used to control the overgrowth of non-native grasses and brush which outcompete the native species. Where brush is a problem it is usually bulldozed into piles and burned; re-sprouting can be controlled by herbicides or grazing animals. Prescribed burning takes place in specific locations which are surrounded by fire breaks and are done only when weather conditions are right. For brush control, chaining or scraping of the brush should take place sometime before the prescribed burn (UC Division of Agricultural Sciences, Oct. 1973 and Leaflet 2402).

Effects

Incidental fires are part of a natural process which takes place in and around grasslands and act to maintain that habitat type. The occurrence of natural fires on SBM is probably rare because of the climatic conditions; most fires there are initiated by humans. Controlled burning will serve to destroy the existing grassland and some of the brush so that the perennial

Exhibit C - San Bruno Mountain Habitat Conservation Plan**BIOLOGICAL PROGRAM**

grassland can be re-established and rocky outcrops can be re-opened for invasion (or introduction), of earlier successional plants (i.e., lupine). While some annual grassland and brush habitat will be lost, the net effect should be an increase in host plant populations.

Particular impacts which would be of interest are how fire affects the pH of the soil, what plants will return in the burn, and how fire affects the natural predation processes in the area (e.g. do seed predators avoid the area after the burn, thereby allowing for a greater number of viable seeds).

d. Soil Modification (Rock Spreading)**Description**

In this application, soil modification means spreading native aggregate onto slopes within the grassland habitat before and after pre-treatment to create rocky outcrops. The Quarry and/or grading material could be a source for the aggregate. These outcrops would reduce vegetative competition and possibly alter the make-up of the soil, making the area more receptive to the growth of some host plant species. Historically, some of the butterfly host plants (e.g. lupines) have maintained stable populations on rocky outcrops. It should be noted that this technique is strictly experimental in nature and would be initially implemented on a small scale.

Effects

This enhancement technique could be an effective way to create additional stable populations of lupine which in turn would help to support the Mission Blue. In addition, it would extend the effect of seeding since the rock spreading impacts could last anywhere from 20 to 100 years or more before the rock was eventually weathered to finer particles or covered by plant material. There would be some grassland structure loss as well as physical damage to species inhabiting the target sites prior to treatment. This technique may be especially appropriate in the design of roads through conserved habitat areas.

e. Exotic Species and Brush Management**Description**

There are various exotic pest species which have invaded several areas of the Mountain. These species are a threat to the existing grassland habitat and must be either eliminated or managed. There are also large areas where brush encroachment is threatening the existing grassland. These areas must be managed by checking advancement and eliminating new seedlings. Techniques such as scraping, chaining, and burning, which are mentioned above, as well as herbicides can be used as management tools.

Effects

There will be some impacts on the plants and animals which depend on the exotic species and brush habitat, therefore careful consideration will take place to determine target areas. Elimination and control of exotics and brush can open up additional areas for native grassland expansion. Brush will not be locally retarded in areas where other species of concern are known to exist. If herbicides are used there may be loss of vegetation other than

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

exotics and brush; again careful consideration should take place before this measure is approved.

f. Re-introduction of Grazing**Description**

Grazing is the utilization of grassland (forage) by domestic livestock such as cattle, sheep, goats or horses. Where appropriate, re-introduction of grazing can be an effective means of maintaining the grassland habitat by eliminating brush and tall grass which would outcompete the butterfly host plants. Because some of the host plants (e.g. lupine) are not palatable to grazing animals, they tend to increase in grazed areas. A grazing regime also crops and limits the seed production of the annual grasses, thereby improving the competitive position of broadleaf species (wildflowers) so that they maintain a higher overall density within the grassland.

Effects

Grazing may retard the re-establishment of bunch grass in some areas, depending on the animals employed. It may also increase human activity on the Mountain. Fences may have to be built and could become obstructive to the wildlife there. Grazing could cause compaction, erosion and some loss of the nutritive value of the soil. Some plants will be favored by grazing, such as the lupines and thistles which are not grazed, but grazing may destroy habitat for others. The specific effects will depend on the type of livestock used; for instance, sheep are considered to be more compatible with native grasses because they do not tend to forage on the bunch grasses as cattle and horses do (Van Kekerix et al., 1978).

g. Vandalism/Fire Control**Description**

Development will increase human activity on the Mountain which will in turn likely increase such things as off road vehicle activity (i.e., dirt motorcycles and jeeps), dumping, domestic animal activity, and illegal burning. In the past these activities have been damaging to the grassland, and their control should be part of the habitat enhancement program. Ways to control these activities include policing and patrolling the grassland habitat by helicopter or automobile for possible violations, especially in areas near housing developments, and the use of fencing or other barriers. The intensity of the patrolling should increase during periods when each type of activity is popular. For instance, illegal burning usually takes place after school lets out for the summer, and off-road activity often takes place after the rains in the spring.

Effects

Policing the Mountain will seemingly increase human activity there, but its overall effect will probably be to decrease the human activity, particularly of an illegal sort. If implemented with the correct level of effort, it will expedite the habitat enhancement program; if insufficient it will indeed only add to the disturbance and not sufficiently control detrimental activities. It must, furthermore, be implemented cost-effectively.

Exhibit C - San Bruno Mountain Habitat Conservation Plan**BIOLOGICAL PROGRAM****h. Off-Site Introduction of the Species of Concern****Description**

Off-site introduction of the species of concern means establishing new butterfly colonies in areas away from San Bruno Mountain. This would be appropriate where the butterfly was once found, but where habitat destruction eliminated a colony. In order to do this suitable habitat would have to be found or created and the butterflies, either collected or lab reared, would have to be transplanted there. Follow-up work would include monitoring the progress of the populations. This measure is recommended only as a last alternative available to preserving the species.

Effects

If successful, this technique could extend the present range of the species of concern; however, over time the populations could become distinct subspecies because of genetic separation. Immediate impacts may include the alteration of habitat that is already supporting other species, although the alterations would not necessarily be unfavorable.

i. Lab Rearing/Cultivation of the Species of Concern**Description**

Lab rearing is the cultivation of continuous generations (i.e., adult, egg, larva, adult etc.) of the insects of concern in a laboratory or greenhouse. It could be used in conjunction with the previously discussed technique of off-site introduction and could be useful in supplementing populations on the Mountain. As a last resort it represents a means of preserving the species in its own right (similar to the preservation of large mammals in zoos which may be extinct in the wild).

Lab rearing of butterflies is often done for purposes of studying their biology or as part of a biological control program (e.g. sterile male releases); it is not usually done in order to preserve an endangered species, and is not likely to be a viable method for such a purpose. The biggest problem appears to be maintenance of natural genetic diversity in the lab strain. Through imposition of severe, unnatural conditions, the insects are rapidly "domesticated" -- those which can survive under lab conditions are able to reproduce and dominate the genetic stock of the insects produced. When the animals are released into the wild, they may lack proper behavior, enzymes for detoxifying plant poisons, and physical hardiness.

Lab rearing the butterflies of concern involves collecting gravid female butterflies or unmated pairs and having them produce eggs which when hatched into larvae are raised in the laboratory. It is assumed at this point that the lab reared butterflies could be transplanted back into the field, however research would be required before this was certain. Cultivation of the host plants includes collecting seed or plant cuttings, starting seedlings in peat pots and transplanting them into the field. To support a lab colony of insects, corresponding lab populations of their host plants would also have to be successfully established and maintained. Artificial diets are commonly used in large scale rearings and are available for the Mission Blue (R.A.

Exhibit C - San Bruno Mountain Habitat Conservation Plan
BIOLOGICAL PROGRAM

Arnold, pers. comm.), but the difficulty of exactly reproducing the chemical and physical (e.g. hairiness) character of the natural food plant exacerbates the problem of maintaining natural genetic viability in the lab (C. Boggs, pers. comm.).

Effects

If successful this technique could increase the populations of the species of concern to some degree. There may be other effects which are unforeseeable at this time. For instance, there is the danger that disease would be introduced by artificially reared insects or plants which could seriously affect the natural populations. A laboratory colony is always a risky substitute for a natural population because it is subject to a far higher danger that a single epidemic of disease or parasitism, or even a mechanical failure in a heating/cooling system could destroy the entire colony. Therefore, it appears that under present circumstances this approach does not warrant further considerations.

j. Landscape Modification

Description

Landscape modification entails changing the terrain of chosen areas to form more hilltops and rocky outcrops. Hilltops are heavily utilized by the Callippe for finding mates, and rocky outcrops provide preferred lupine habitats which in turn support the Mission Blue population. After developing the design for these areas, modification activities would include tractor/bulldozer and seeding work.

Effects

Landscape modification would cause destruction of some grassland structure and may alter the microclimate of the site. If successful it would open more area for propagation of host plants and native grasses, which would then be available to the butterflies. New hilltopping sites may also be created, mitigating to a certain extent any loss of old sites or increasing the number of acceptable mating sites for the Callippe.

4. Planning Assistance and Plan Revision

Introduction

One of the important functions of the Habitat Conservation Plan is to plan both private and public projects on San Bruno Mountain prior to their local agency approvals so as to minimize impact on the species of concern. A primary underlying purpose of Habitat Conservation Plan is the establishment of private sector funding sources to allow appropriate maintenance and enhancement of conserved habitat areas. Accordingly the Plan identifies areas which may be excluded from habitat and devoted to urban uses. The uses occurring in these areas will be a source of funding for maintenance and enhancement in conserved habitat areas. The HCP has evaluated the impacts of such exclusions on the species of concern and specified appropriate mitigation. In addition, the Plan provides for planning assistance to develop further mitigation which will be incorporated into the plans for the development areas:

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

- o Design Review
- o Dedication of Conserved Habitat areas
- o Phasing
- o Reclamation (covering Conserved Habitat disturbed during development)
- o Buffers
- o Ongoing restrictions within developed areas (with respect to the use of pesticides and buffer areas)

The parcels subject to development are at various stages of planning and therefore the HCP provides different levels of planning assistance. For this purpose, we identify four stages of planning and development:

o **Stage One.** At this stage, the land owner/developer takes the general plan land use designation (e.g. 500 units of multi-family housing) and works up a preliminary concept plan for the parcel that shows approximate building envelopes, access roads, utilities, and associated grading. Here the HCP provides Design Guides for conserving habitat and for minimizing impact on species of concern. The plan must show which undeveloped lands will be dedicated as Conserved Habitat. The plan should also indicate approximate Phasing for grading and the probable sequence of grading for identified portions of the site.

o **Stage Two.** Nearly all development will require grading to alter landforms and prepare ground for construction. Depending on the project, all site preparation, including grading, may be left to the builder and will occur after the final design stage. Grading causes the direct biological impact of development and is regulated by the HCP. At this stage, the HCP requires a detailed Reclamation Plan for graded areas which provides for fencing (e.g. two strand wire, snow fencing), revegetation, and possible subdivision of Management Units for ease of administration.

o **Stage Three.** This stage involves detailed architectural and engineering plans suitable for actual construction. The HCP requires that the plans incorporate a Buffer Area to protect the developed area from grassland fires and to minimize impacts on the grassland of runoff and irrigation from the developed area. The developer must identify the fire protection and runoff control provisions to be used.

o **Stage Four.** As structures are built and occupied, the HCP provides for some landscaping and maintenance restrictions within the buffer areas to protect adjoining areas of habitat.

a. Design Guides

In the course of the biological study a series of design criteria were formulated to guide developers in preliminary site planning. The rationale behind the guides is discussed in III.B Guiding Principles. The primary requirement for planning development on SBM is that the maximum extent and utility of habitat be retained as Conserved Habitat. The type of land use in adjoining areas to be excluded from habitat is unimportant as long as there is an adequate buffer. The guides for habitat are:

- o Maintain Large Conserved Habitat Areas

Exhibit C - San Bruno Mountain Habitat Conservation Plan
BIOLOGICAL PROGRAM

- o Maintain Habitat Diversity
- o Maintain Contiguity
- o Corridors Should Connect Large Conserved Habitat Areas

Large Conserved Habitat Areas: Because of the butterflies requirements for both low and high density host plant concentrations, suitable mating and egg laying locations, and extensive flight areas, preservation of large habitat areas is important. This is especially true for the Callippe which has the ability to travel much greater distances than the Mission Blue.

Habitat Diversity: Because some aspects of the insects habitat needs are yet unclear, (i.e., microclimate needs), Conserved Habitat areas should contain a diversity of habitat types. This would include various slope aspects, elevations, hilltops, vegetation types, rocky outcrops, etc. The goal should be to retain the same portions of habitat types existing on the site before the development. This will not only benefit the butterflies of concern but also the entire mountain's unique ecosystem.

Contiguity: Because of the butterflies need to travel to specific areas during their adult flight season (i.e., Callippe requirement for hilltop mating locations), large Conserved Habitat areas should be contiguous and unobstructed.

Corridors: In order to facilitate movement between large contiguous Conserved Habitat areas, suitable corridors should be maintained. These corridors could range from 50 feet to 500 feet wide depending on the length. Based on considerations of statistical distribution of insect movements, the optimum corridor should have a width-to-length aspect ratio of at least 1:2. Depending on the degree of use and existing quality of habitat found in the corridors, they may or may not require some host plant enhancement or other modifications.

Where appropriate, changes can be made during the preliminary plan stage to ensure avoidance of particularly rich habitat and high concentrations of the species of concern. These changes include re-alignment of streets or fences, relocation of structures, and density transfers. Plan modification would serve to prevent major disruption of areas of rich habitat and dense butterfly population. There may be some financial loss incurred by the developer in having to alter development plans. After changes are made in the preliminary plan stage, further modifications in development plans will not be made.

b. Dedication

As part of Stage One, the development plan shall specify the portions of the site to be dedication to the public as Conserved Habitat.

Because of topography and planning requirements, nearly all projects on SBM will have some portion left in natural open space. It is important that this open space be maintained as Conserved Habitat and be protected from further development or other disturbance. For this reason, there must be public control of the habitat. The legal aspects of this donation of land as Conserved Habitat are discussed in Chapter V., Legal Implementation. For convenience, the transfer of control to the public is referred to in this section as "dedication".

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

The timing of dedication is important to all parties. Since the HCP allows grading in Conserved Habitat within specified limits, the developer will have a responsibility to carry out the Reclamation Plan. At the same time, or earlier, the HCP Operator will be working in ungraded areas of the Conserved Habitat to expand or improve habitat. Whether dedication occurs before or after grading is complete, both parties will need access to the parcel for specific purposes.

From the private landowner the timing of the conveyance of habitat to the public has implications relating to liability, taxes, and subsequent permit approvals. Development will often be phased, and it is appropriate to tie dedication of a conserved habitat parcel to parallel final construction approval for some portion of the project. Thus, the Stage One plan which shows the project phasing should also designate phasing of the conveyance of associated Conserved Habitat. It is anticipated that this phasing will also be the subject of an agreement between the County and the landowner (See Section V). This requirement is necessary for the Plan Operator to plan a program that can respond to the rate of development reflected by the developer's preliminary phasing.

c. Phasing

As part of Stage One, the development plan shall specify the Phases of development.

Phasing refers to the time schedule of development -- the area that can be graded each year. Ideally a large project would be phased to reduce impact on the species of concern. Phasing offers time to:

- o Spread the impact of habitat loss over more than one generation/flight season;
- o Allow for reclamation of previously disturbed areas before new areas are disturbed;
- o Defer destruction of more important habitat areas until enhancement programs are in effect;

If habitat enhancement techniques are successful, species losses from development will be offset by resource replacement. Thus, phasing can be an effective measure if it allows time for enhancement methodologies to be tested before large scale implementation, and if it allows adequate time for enhancement to mitigate the worst impacts on the species of concern.

Decisions regarding phasing require comparison between the development plans and population distribution and an assessment of economic feasibility. Unfortunately, engineering constraints limit the flexibility of phasing for most projects. The high densities proposed for the building sites require substantial grading in this terrain. Grading is planned to allow the volume of earth cut and earth filled to balance on-site to avoid importing fill or exporting excess earth; each phase of grading is usually chosen to balance as well. A project will need road access, utilities, and sometimes community facilities to serve even the first few units; grading for such infrastructure must accompany the first grading phase. Apart from these considerations, the phasing also reflects the developer's anticipation of the rate at which the structures can be built and sold.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

The phases described in the HCP are jointly determined by the developer and Plan Operator and represent the maximum construction rate permitted for the project. The developer is requested to slow construction as much as possible; the specified phasing represents the minimum rate that the developer is willing to accept as a condition of approval. In most cases, the specified annual progression is too rapid to allow complete reclamation of previously disturbed areas.

In addition, the actual construction rate could be slowed by market conditions, and there would then be more time between each phase or less than a complete phase would be built each year. It is anticipated that only in the event of slow construction would the full mitigation benefit of delay be attained.

Plan design changes contingent upon reclamation or enhancement success is impractical because of construction and sales requirements. Contingent design changes should only be required where the Preliminary Design has not had the opportunity to reflect the principles of conservation set forth in the Design Guides. In such cases, the the number of units originally permitted will remain the same but will relocated to areas of lower habitat value.

d. Reclamation Plan

Prior to grading, the landowner shall prepare a Reclamation Plan for all areas in or to be donated as Conserved Habitat which will be graded. The reclamation of the graded areas is the responsibility of the landowner and will comprise provisions for:

- o precise delineation of all disturbance,
- o continuous fencing at the graded perimeter,
- o erosion controls,
- o revegetation with appropriate species, and
- o detailed schedule.

The Stage One Plan must show the areas to be donated as Conserved habitat and the limit of grading that will take place within it. The Reclamation Plan must show the required grading in sufficient detail to permit staking in the field. In addition to the primary graded areas, the Reclamation Plan must show trenches required for utilities, haul or other temporary roads, and earth stockpiles -- all places where construction will disturb natural vegetation.

The areas to be graded must be temporarily fenced during construction so that there is a continuous, unambiguous boundary between the graded area and habitat that is to remain undisturbed. The purpose is to ensure that protected habitat is not accidentally destroyed and to make it easier for the HCP Operator to enforce the Reclamation Plan. The fencing must provide a clear, durable boundary (e.g. snow fencing, two strand wire, etc.). Utilities trenches and haul roads need not be fenced as long as disturbance does not exceed 30 feet.

Both revegetation and mechanical methods are used to prevent erosion in graded areas. The measures will be required during construction and after the project is completed. Most of the methods are normally part of a grading ordinance. Methods of erosion control include the following:

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

- o developmental design which is compatible with the existing topography, soils and vegetation
- o minimizing soil exposure during the rainy season with the timing of grading and construction and by revegetating or mulching unprotected slopes before they are exposed to possible runoff
- o when grading, retain topsoil and respread on finished slopes
- o retaining natural vegetation whenever feasible
- o diverting runoff away from areas susceptible to erosion, such as steep graded slopes, by using barriers or drainageways
- o minimizing the length and steepness of graded slopes by benching or terracing
- o monitoring of sites to ensure that control methods are effective and to correct problems as needed

Effective control of water runoff will serve to prevent damage to the Mountain caused by erosion. By revegetating denuded areas water will also be trapped by the plants and able to permeate the soil, minimizing the loss of moisture. The use of native species for revegetation would contribute to the conservation of the Mountain's unique ecology, and, depending on the location, may enhance the habitat available for use by the butterflies. Correct implementation of erosion controls will also reduce sediment in drainageways and so reduce the need for maintenance.

Revegetation is the critical step in the restoration of habitat. The methods of plant propagation and revegetation are discussed under IV.B.3 Enhancement Techniques. The revegetation portion of the Reclamation Plan should be formulated with the assistance of the HCP Operator and can be quite detailed.

Generally, revegetation will have different treatments for cut slopes and for fill slopes and different levels of habitat restoration. The difference between cut and fill is simply a matter of soil type and plant material suitability. Enhancement research mountain-wide will guide the basis revegetation strategy. Restoration levels will range from:

- o "moderate", meaning broad scale reseeding with a native grass mixture, through;
- o "high", which would add a broad group of the insects' host plants, to;
- o "intensive", which is thorough planting of host plants in small areas using seedlings and accompanied by soil and microhabitat modification.

The Reclamation Plan will also contain a time schedule for grading which will permit the HCP Operator to take plant materials from areas to be graded for use in habitat enhancement programs.

The Reclamation Plan shall be prepared by the developer. The HCP Operator will provide technical assistance, approve the type of revegetation, and monitor compliance.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

BIOLOGICAL PROGRAM

e. Buffer (Fire Break)

At the time of the preparation of the Stage Three plan for the development area, the landowner will incorporate the design for a buffer between Conserved Habitat and structures within the development area, and shall provide for the establishment of such a buffer in connection with Stage Four. These shall be approved by the Plan Operator.

The primary buffer purpose is to protect the development from fires occurring in the Conserved Habitat. Any adequate fire protection plan will fulfill this requirement. Although the exact character depends on slope and fuel type, a general buffer for habitat conservation purposes would provide up to 30 feet of firebreak at the edge of the building lot. This can be accomplished in a number of ways, including, but not limited to, a road, parking area, patio, gazebo, shed, vegetable garden, orchard, lawn, embankment, rocky cut slope, or fire resistant vegetation. While many of the insects' host plants could occupy a low fuel buffer, no habitat value is required. There will be some areas in a development which may not be easily protected by a firebreak; in these cases, a hydrant and access for fire trucks may be approved as the fire protection plan. In no case shall buffer required to meet habitat conservation purposes be additive to other requirements of local fire protection authorities, where their combination would exceed 30 feet.

The HCP recognizes the importance of fire in grassland ecology on SBM. While the present Plan does not call for prescribed burning, it may be needed in the future. The Plan does specify a "let burn" policy during the proper time of year for most areas. It is critical that the proximity of structures to Conserved Habitat resulting from development not significantly interfere with the Plan Operator's use of fire as a successional management tool. If the development is not well protected from fire, then there will be greater liability, greater costs of stand-by fire protection, and anxiety on the part of the homeowners that could lead to political opposition to the Plan.

The secondary purpose of the fire buffer is to protect the Conserved Habitat from changes in storm water runoff and from irrigation. The reason is to avoid loss of habitat to vegetation changes associated with greater or non-seasonal water availability. For this reason, an irrigated turf area (fire resistant vegetation) would not be a suitable buffer on a slope above Conserved Habitat, but would be acceptable below Conserved Habitat where ground water would drain away.

Optional buffer planting can provide habitat as well as protection. There is a broad range of landscaping materials which are compatible with the Conserved Habitat remaining around the developed areas; introducing exotics can cause problems later on if they escape into the grassland. Adjacent plantings may prove to be an effective management technique. By using host plants along with vegetation, landscaping can attract butterflies so they travel through corridors adjacent to development and into other areas of Conserved Habitat. Generally, there is no need to physically bar the butterflies from the development areas, but some vegetation barrier may be indicated in some areas.

The use of landscaping materials to reduce fire hazard is a well known technique (UC Division of Agricultural Sciences, leaflet 2401, 1976); however, the use of barriers (e.g. hedges, stone walls) to restrict the penetration of

Exhibit C - San Bruno Mountain Habitat Conservation Plan**BIOLOGICAL PROGRAM**

the insects of concern and the use of host plants to attract them still need some research. In addition, although not absolutely necessary, the areas may be monitored for butterfly use. It is not certain how much the optional measures will benefit the species of concern, but it is assumed that it will not be detrimental.

The land for the buffer should be provided within the development areas, and not be included in the land donated as Conserved Habitat. The cost of establishing and maintaining the buffer shall be borne by the landowner and its successor in interest. As long as the landscaping scheme was determined within the time frame of the development activities, the costs of landscaping itself should not greatly exceed those that would normally be incurred. Some additional expense may have to be made for research in fire resistant habitat materials; this would be a normal part of the HCP program.

f. Ongoing Restrictions in Development Areas

The development areas shall continue to be encumbered by the recordation of covenants, conditions, and restrictions in favor of the Plan with respect to:

(1) the ongoing maintenance and provision of buffer areas for fire protection purposes, as discussed in sub-paragraph e above; and

(2) the use of pesticides.

With respect to the use of pesticides within development areas to protect landscaping, pesticides requiring a special governmental agency permit, or which are applied by aircraft or helicopter, or which are applied on a large scale basis (in excess of 0.5 acres upon a single application), must be approved, in writing, by the HCP Operator.

The exact degree of restriction needed for pesticides, however, is not known. Not only the butterflies, but other invertebrates (e.g. ants for Mission Blue) may be destroyed by inappropriate pesticide use. Certainly no pesticides should be used in the Conserved Habitat areas. Within the development areas, care should be directed primarily at the means of application. A tentative requirement would be approval for any use of registered pesticides. This would tend to cover large scale use, as by a professional pest operator, and exempt small scale use as by the individual homeowner.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

IV. IMPACT ON SPECIES SURVIVAL

Exhibit C - San Bruno Mountain Habitat Conservation Plan**IV. IMPACT ON SPECIES SURVIVAL**

The long term result of the HCP will be the conservation and enhancement of the species of concern. The HCP provides for some development of private lands with consequent loss of habitat. The plan also provides for a planning process to minimize the effects of such development and use on the species and for a program of habitat enhancement on 2800 acres of land which will be retained in open space. The finding of no significant impact is based on a three level assessment of the HCP.

The success of the Plan rests on three key questions (shown in boldface below):

If essentially all of the habitat within the development parcels is lost, what is the incremental impact on the probability of species extinction?

Private lands subject to possible development comprise approximately one third of Mission Blue and one quarter of Callippe habitat on SBM (See Figures III - 1, III - 2, and IV - 1). If development were to destroy the habitat in these private holdings, the entire colony of Mission Blue on Reservoir Hill would be destroyed and there would be a serious loss to the Guadalupe Hills colony of both Mission Blue and Callippe. Nonetheless, the major colony of Mission Blue and Callippe is on the southeast ridge which is in public ownership and would be protected. Such a major loss would increase the likelihood that one or both of the rare species would go extinct more rapidly than without such development. However, according to the apparent size and robustness of the southeast ridge colony, it is unlikely that the loss would precipitate a significant acceleration in their extinction -- the impact is an incremental risk rather than an abrupt loss.

This conclusion bears on the HCP in two important regards. First, the increased risk is nevertheless sufficiently large that a strenuous program of mitigation and enhancement in the HCP is warranted. Second, the probable ability of the species to survive for an indeterminate length of time means that the impact of the development will not be disastrous even if the enhancement provisions of the HCP fail or do not succeed for many years.

What opportunities for habitat conservation exist within the privately held parcels?

Because of engineering (topographic) constraints and design criteria, the larger parcels to be devoted to urban uses can include large areas of open space which can be preserved with little disturbance from roads or grading. Much of the grassland community ecology can also be conserved within small areas providing that the areas represent a cross section of the community constituents and that the areas are contiguous with the larger areas of open space on the Mountain. The specific ecological and behavioral requirements of the species of concern are used to formulate design guides for internal open space areas. The scope of the areas and their preservation undisturbed throughout construction provide habitat within these parcels that substantially reduces the probable impact on the SBM populations as a whole.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

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IV - 2

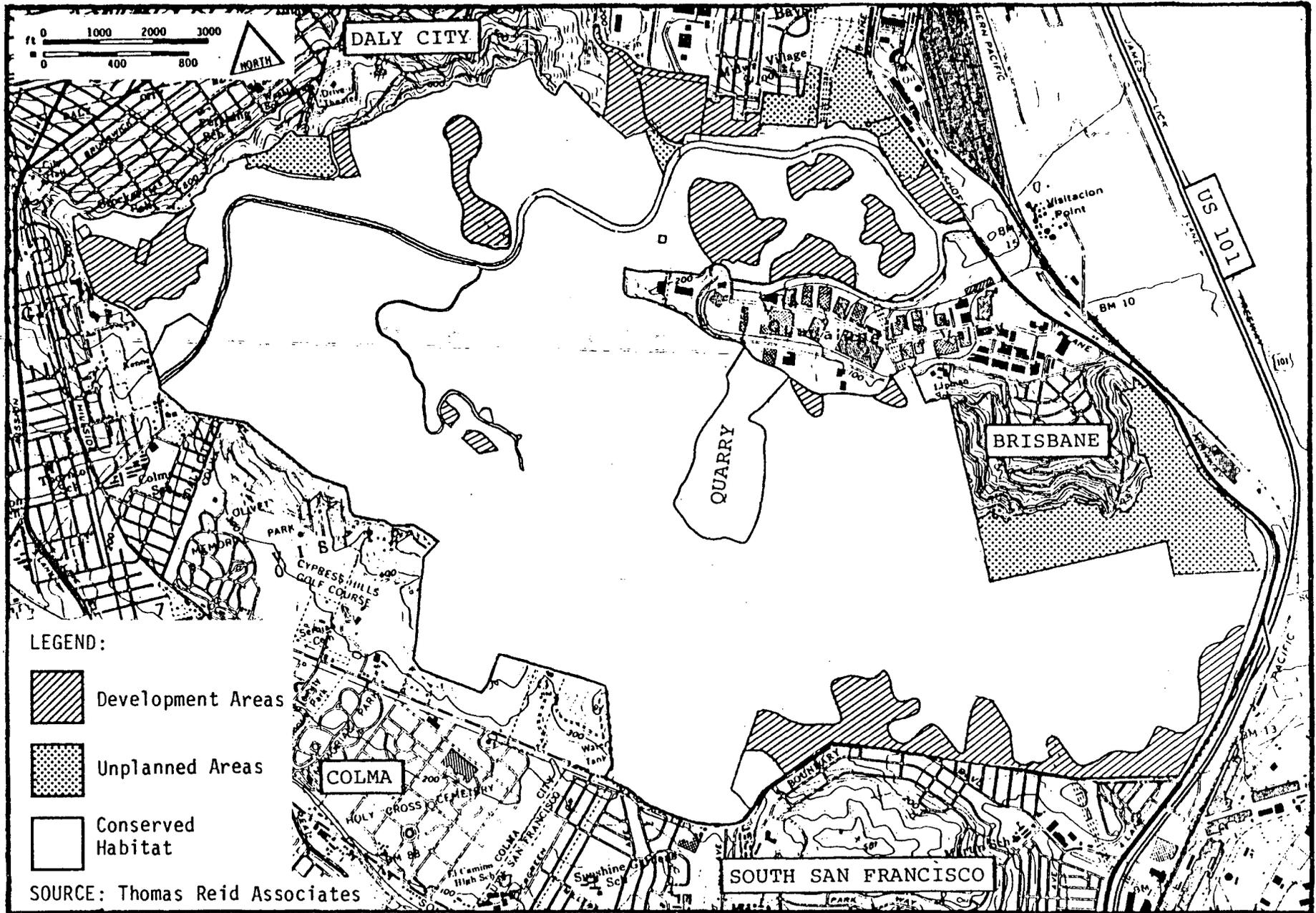


FIGURE IV - 1
AREAS TO BE REMOVED FROM HABITAT

Exhibit C - San Bruno Mountain Habitat Conservation Plan

IMPACT ON SPECIES SURVIVAL

Can the open space remaining after development be used to expand the habitat of the species by reclamation and enhancement?

In many regards we are fortunate to be dealing with a community (grassland) and with species which tolerate disturbance or even require some disturbance in the long term to sustain the habitat. While direct loss of grassland to development is irreversible destruction of habitat, there is good reason to believe that areas graded during construction but not used for buildings or landscaping can be returned to habitat. Similarly, areas which are not now good habitat due to prior disturbance such as grading or exotic species invasion can be converted to good habitat.

A. PLAN IMPACT

The assessment of plan impact on the species is based first on the gross amount of habitat protected from disturbance. Then we consider the possibility of augmenting habitat through enhancement. The first assessment is based on the expected increase in extinction probability (for detailed treatment, see Biological Study).

San Bruno Mountain may be considered an "island" surrounded by urbanization, or alternatively a biological "refuge". The theory of island biogeography is a useful tool for understanding the ecological role of San Bruno Mountain, its importance to endangered species, and for estimating the likelihood of future extinction, with and without development and/or habitat management.

The number of species found on islands is proportional to their size and distance from the mainlands. Large islands support more species than small islands and extinction is slower. By extension, large refuges support more species than small refuges. The species/area relationship for islands gives us a formula to test for loss of species (probability of extinction) with degrees of habitat loss. Islands (or refuges) are colonized or recolonized from outside (e.g. mainland) source areas -- the smaller and more distant the island the slower its colonization rate. Even with a constant number of species present, the actual species present changes with time on islands and in refuges.

As a refuge, San Bruno Mountain has high species diversity and supports a relatively large number of endemic species or subspecies of plants and animals. Its refuge qualities are probably related to a combination of climate, topography, and past history including lack of urban development.

Table IV-1 shows the proportion of each major colony of Mission Blue and Callippe within proposed development areas and the proportion of the entire San Bruno Mountain populations of each species in each such area. A conservative, pessimistic impact measure assumes that all the the population within each parcel in private ownership could be lost due to development, with no habitat value attributed to project open space. A more optimistic measure counts only the areas of structure, road and landscaping (permanent) and grading (temporary) disturbance. Applying the Species/Area formula to the conservative measure predicts that in the areas of densest population concentration -- the Northeast Ridge development in the Guadalupe Hills colony -- the development reductions in habitat area (without the mitigation measures specified in the Plan) will result in a 3 to 6% increase in the present-day

Exhibit C - San Bruno Mountain Habitat Conservation Plan
DEVELOPMENT IMPACT ON POPULATION - MISSION BLUE AND CALLIPPE

AREA/ PARCEL	MISSION BLUE % OF POPULATION		CALLIPPE % OF POPULATION	
	entire parcel	disturbed area	entire parcel	disturbed area

GUADALUPE HILLS				
RIO VERDE ESTATES	.42	.24	0.1	0.1
CARTER-MARTIN ROAD EXT.	.27	.27	0.2	0.2
RIO VERDE HEIGHTS	3.93	1.86	0.25	0.05
PARCEL X			0.15	0.15
PARCEL Y			0.33	0.33
PARCEL Z	.03			
NORTHEAST RIDGE PROJECT	16.05	5.55	11.85	4.58
GUADALUPE VALLEY WEST	3.48		1.25	
STATE PARK	4.17		10.35	
GUADALUPE CANYON PARKWAY	.12		.38	
GAS & TRANSMISSION LINES				
P G & E FEE	.12		.05	
S.F. WATER PIPELINES			.06*	
PARCEL W	1.8		.1	
G. V. W. WATER TANK	.09			
PARCEL V	.24			

TOTAL	30.0	7.92	25.00	5.41

SOUTHEAST RIDGE				
QUARRY	.9		.38	
OWL & BUCKEYE CANYON	3.78	1.14	6.53	.9
BRISBANE ACRES	1.80		10.2	
SOUTH SLOPE PROJECT	9.0	2.22	2.1	.45
COUNTY PARK	43.8		55.65	
HILLSIDE SCHOOL				
GAS & TRANSMISSION LINES		.37**		1.30**
JUNCUS RAVINE	1.44		.15	
S.F. WATER PIPELINES	.04*		.15*	
FIRE BREAKS	.4*		.03*	

TOTAL	60.00	3.73	75.0	2.65

RADIO RIDGE				
ANTENNA SITES	.12			
COUNTY PARK	4.88			
GUADALUPE CANYON PARKWAY				
GAS & TRANSMISSION LINES				

TOTAL	5.0			

SADDLE				
RESERVOIR HILL PROJECT	1.94	1.94		
BRISBANE SCHOOL SITE				
"47 UNITS"				
STATE PARK	.06			
GUADALUPE CANYON PARKWAY				
WATER TANK, RESERVOIR HILL				

TOTAL	2.00	1.94		

TWIN PEAKS	3.00			

GRAND TOTAL	100.00	13.59	100.00	8.06

--- No Specific Development Plans Pending * Easement not added into totals
** Virtually all of this impact would not take place before 1988.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

IMPACT ON SPECIES SURVIVAL

extinction probability of the entire SBM Mission Blue population and a 2.5 to 5% increase in the likelihood of Callippe extinction. All anticipated development on the Mountain, without the conservation provisions of the HCP, would probably result in a 8 to 14% increase in the chance that the Mission Blue will go extinct on San Bruno Mountain, and a 4 to 8% increase that Callippe will become extinct. A cautious approach to endangered species dictates that any increase in extinction probability requires mitigative action, such as those provided in this Habitat Conservation Plan.

If either species were to go extinct on the Mountain, the probability of recolonization from outside is small. The nearest potential source area for Callippe, in the Oakland Hills, is considered a different subspecies; for Mission Blue, the Twin Peaks colony is itself more extinction prone than are the large colonies on the Mountain. If the butterflies continue to exist on SBM, one or both subspecies may evolve into true species, genetically distinct from their neighboring S. callippe and P. icarioides populations.

Accordingly, the objective of the Plan is to conserve the species of concern with or without urban development on SBM. This plan is necessary for that purpose because of the other pressures on the habitat (e.g. vegetative succession). The provisions of the Plan relating to development areas are intended to provide mitigation for the loss of habitat for the species of concern and to counteract the impact of development.

When dealing with biological systems, particularly in the natural (as opposed to the laboratory) environment, it is virtually impossible to guarantee that the actions one proposes will have their intended effect, and only that effect. The plan can provide, however, explicit means to measure its own ongoing success or failure; these measures may in turn suggest modifications of the plan which will boost its success.

The term "recovery benchmarks", in accordance with the Recovery Plans for endangered species under Section 4 (g) of the Endangered Species Act, has been suggested as the measure of the success of the HCP in promoting the conservation of endangered species. "Recovery benchmark" is not a meaningful term if it is meant to imply that once the population of Mission Blue, for example, on SBM, reaches 20,000 adult animals (or any other figure), it is no longer endangered. Recovery of biological species is not a static phenomenon, but an ongoing process. Meaningful measures of plan success, or species recovery which can be achieved through the monitoring procedures proposed in this Plan include:

- o Evidence that the populations of species of concern are stable in size on the Mountain as a whole, and not fluctuating wildly in number from year to year. In measuring stability, the population levels measured in the 1980 though 1981 years of the Biological Study can be used as a baseline. Even though these may not by any means represent the maximum levels that Mission Blue and Callippe have achieved on SBM, and as discussed in the Biological Report, have probably been adversely affected by past disturbance and fragmentation of habitat on the Mountain, the 1980-81 levels (9000 to 17000 adult animals) are robust enough to serve as a good baseline for a survival level against which to measure future changes. If the populations, under the HCP are stable from year to year, or slowly increasing, this is a good measure that the plan is working. If, on the other hand, they are steadily declining, or characterized by outbreaks followed by crashes, this

Exhibit C - San Bruno Mountain Habitat Conservation Plan

IMPACT ON SPECIES SURVIVAL

indicates that near-term extinction is likely.

- o The total area of habitat utilized by species of concern on the Mountain;

- o Evidence that species of concern are utilizing new habitat areas, or newly created subdivisions of former habitat areas, including areas revegetated after development, open space areas of development parcels and areas treated to enhance habitat. An appropriate measure of utilization would be that the density of animals (and host plants) in these areas were comparable to the densities observed in the colonies as they existed in 1980-81.

In evaluating the impact of the Habitat Conservation Plan it is important to recognize that species of concern could suffer major declines, due to natural processes, in spite of protection efforts, and that such declines would have occurred even in the total absence of new development. A severe drought, for example, lasting three years or more, could severely impact host plant germination, or growth, or force early senescence which would make it impossible for the majority of the butterflies to complete their life cycle. This effect would be felt in the richest butterfly colonies (Southeast Ridge) and if the species were extirpated on SBM as a result, it would be extremely unlikely that the absence of development alone would have preserved them.

Since SBM, although large in itself, is now virtually the last refuge of the particular subspecies of Mission Blue and Callippe, local extirpation would destroy that subspecies since there are no longer any "pockets" of these animals up and down the Peninsula to serve as source areas to colonize the Mountain. Nonetheless, P. icarioides missionensis and S. callippe callippe are taxonomic subspecies, members of a larger, but closely related species which appear physically distinctive because the microclimatic regime of SBM gives rise to characteristic expression of their genes for small size and dark wing coloration. It is likely, at this time, that the same genes now expressed by the SBM population still exist in the populations of related subspecies elsewhere (such as the East Bay, Sierra Nevada etc), and if transplanted to San Bruno Mountain, these forms would soon express these genes and closely resemble the subspecies now found there. Transplantation is, as described in 3 C. of this plan, both expensive and extremely risky, it is only mentioned as an alternative in the circumstance where these animals were actually extirpated on the Mountain.

Comparison with No-Project Alternative

The No Project/No Action Alternative is taken to mean status quo -- no habitat conservation or enhancement, and no additional urban development. Under these conditions, the species of concern on San Bruno Mountain would continue to suffer the effects of the existing threats to their survival: habitat loss due to off-road vehicles, soil erosion, spread of exotic species, wildfire, and natural succession within the grassland and from grassland to brush. Based on the Biological Study, we believe that the continued operation of these threats results in a significant risk that the species would go extinct on SBM within 5 to 20 decades from now.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

IMPACT ON SPECIES SURVIVAL

2. ENHANCEMENT

At this point in plan formulation, the full scope of enhancement programs has not been determined. Much of the range of enhancement undertaken through the HCP depends on appraisals of biological effectiveness, likelihood of damage to other species, and cost effectiveness which will be revised during the early phases of plan implementation.

Reclamation of graded areas cannot be considered true enhancement since it mitigates a habitat loss to development provided by the plan itself. Nonetheless, successful reclamation would offset some of the impact described above. Overall, nearly 100 acres of graded land is available to be returned to habitat.

True enhancement, restoration of former habitat areas and improvement of present habitat, would be centered on the higher, western portion of the Guadalupe Hills (County Park 1-09-01) and on the broad, brushy zone of the Guadalupe Hills at the upper end of the Guadalupe Valley Industrial Park (County Park 1-09-02 and Guadalupe Valley West 1-08-01, 1-08-02). The objective in the former is primarily expansion of existing habitat for Mission Blue and Callippe by grassland successional management and control of off road vehicles. In the latter, the objective is partially improvement of existing habitat, but primarily for the purpose of improving inter-colony movement of the insects to offset the impact of the industrial park and the quarry on the integrity of the SBM population of these animals. In the major enhancement units, it may be possible to provide some 200 acres of habitat with long term value to these insects.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

V. INSTITUTIONAL PROGRAM

Exhibit C - San Bruno Mountain Habitat Conservation Plan**V. INSTITUTIONAL PROGRAM**

This chapter discusses the procedure by which the conserved habitat will be created and maintained and by which the HCP will be implemented. The primary purpose of the HCP is to provide habitat on San Bruno Mountain for the indefinite perpetuation of the Mission Blue, Callippe Silverspot and other species of concern. In order to accomplish that, it is necessary to arrange for an institutional structure of sufficient durability to be able to fulfill its primary mission. There must be created as part of the institutional structure a funding mechanism which is adequate to provide for indefinite, long-term habitat maintenance. In addition, to the extent possible, the institutional structure should be able to address the entire habitat on San Bruno Mountain despite the division of the habitat by the overlapping jurisdiction of various governmental agencies and the complex pattern of private and public ownership of the habitat. Finally, the institutional structure must have adequate management flexibility to respond to the unanticipated needs of the future.

Concurrent with the issuance of the Section 10(a) Permit, an agreement will be signed by the federal, state and local agencies involved and the participating landowners and developers. The Agreement sets forth the understandings of the parties and their agreement to their obligations as set forth in the HCP. The Agreement also contains provisions coordinating the various activities of state, local and federal agencies with respect to habitat conservation on San Bruno Mountain. The Agreement also provides that compliance with the Agreement and the Permit will be sufficient for Visitation Associates and their successors to meet the requirements of the Endangered Species Act and no further requirements will be imposed upon them. The Agreement contains more specific provisions for implementing this HCP. The Agreement is entitled "Agreement With Respect to San Bruno Mountain Area Habitat Conservation Plan", hereinafter "Agreement".

A. LAND USE REGULATION

San Bruno Mountain presently is under the jurisdiction of four public entities. The County of San Mateo has jurisdiction over all of the unincorporated land on the mountain (approximately 3,200 acres). The cities have jurisdiction over land in the following approximate amounts: Brisbane, 200 acres; Daly City, 90 acres, South San Francisco, 10 acres. The cities have been assigned potential jurisdiction over the following approximate amounts of land currently under San Mateo County jurisdiction: Brisbane, 500 acres; Daly City, 100 acres, South San Francisco, 300 acres.

Within the various jurisdictions are lands owned by one large private owner, Visitation Associates (VA), and by several smaller private owners. Public land owners include the State of California (which owns the state park), the County of San Mateo (which owns the county park), and two school districts, which own school sites. Publicly owned lands cover approximately 2,000 acres on the mountain; privately owned lands cover 1,500 acres.

Land use on the unincorporated areas of the mountain is presently regulated by the County, which has adopted a General Plan which includes the

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

mountain. As sections of the mountain are prepared for development, they will be annexed to the surrounding cities (Brisbane, South San Francisco, Daly City). Those cities will also regulate land use by means of a General Plan, adopted pursuant to state law, along with other statutory land use regulations. Land annexed to the surrounding cities will still be subject to the HCP and the Agreement.

The County and the three cities will be co-applicants for the Section 10(a) Permit and shall exercise their land use authority, as set forth in the California Government Code and in the California Constitution, to enforce the conditions of the Permit and the terms of the Agreement. As permittees, the Cities of Brisbane, Daly City and South San Francisco and the County of San Mateo have a duty to comply with the Section 10(a) Permit and also to enforce the Permit and the Agreement. The terms of the Permit are subject to the final enforcement authority of the U.S. Fish and Wildlife Service.

The owners of 93% of the private land area on San Bruno Mountain have submitted plans which are included in this HCP. The remaining 7% of the land (the Unplanned Parcels) will be subject to local land use authority and no takings on the Unplanned Parcels will be authorized by the Section 10(a) Permit unless (1) the landowner agrees to comply with the Section 10(a) Permit and the Agreement, and (2) the local government having land use regulatory authority exercises its authority to require compliance with the Section 10(a) Permit and the Agreement.

Developers who plan construction in the San Bruno Mountain area will submit their plans to the appropriate local agency and follow the normal approval procedures. In addition, the developers shall consult with the Plan Operator and shall demonstrate to the local agency as provided below that they are complying with the Section 10(a) Permit and the Agreement. Land use proposals for unplanned parcels may be subject to modification in conformance with the HCP and the Agreement.

At or prior to the time of the initial discretionary project approval (including applications in connection with zoning, specific plans, subdivision tract maps, use permits, planned developments, building and grading permits) with respect to projects which have not yet received such approvals (e.g., Reservoir Hill has received such approval), copies of all application materials dealing with HCP compliance will be sent by the local agency to the U.S. Fish and Wildlife Service, the California State Department of Fish and Game and the Plan Operator. These agencies shall have 30 days to comment upon the application before a local agency public hearing is held to consider compliance of the proposed action with the Agreement and the Section 10(a) Permit conditions. The local agency shall hold a noticed public hearing of the proposed action on compliance with the Agreement. Notice shall be given as provided in Government Code §65854 and §65854.5, or any successor statutes. This hearing will be held in conjunction with any other local public hearing scheduled to consider the development proposal.

After the noticed public hearing, the local agency shall impose on the applicant the conditions required by the Agreement and by the Section 10(a) Permit (in addition to other conditions permitted by law). In no case shall an agency approve an application without first making written findings that the application complies with the Section 10(a) Permit and the Agreement. Such a finding of compliance with the Section 10(a) Permit and the Agreement

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

fulfills the agency's obligation under CEQA to assess the impact, including the cumulative impact, of the project on the species of concern. The local agency shall apply the provisions of the HCP, Chapter III, pages 22-28, to the unplanned parcels.

Developers who plan construction in the San Bruno Mountain Area will submit their plans to the appropriate local agency and follow the development procedures. However, prior to the first discretionary approval (and, where no discretionary approval is required prior to any grading or any major construction or any change in land use on any parcel, whichever comes first), at least one public hearing must be held to determine whether the proposed action on the parcel complies with the Section 10(a) Permit and with this Agreement. Whenever a subsequent public hearing is required by the normal planning or approval procedures, the local agency shall take no action at that hearing without first making written findings that the proposed action complies with the Section 10(a) Permit and this Agreement. The local agency shall take no subsequent discretionary action without first finding that the action complies with this Agreement, but if a public hearing is not otherwise required by this Agreement or by applicable law, such discretionary action may be taken and such findings may be made without a public hearing being held. The following examples are given as an aid in interpreting this section:

1. If a project receives an initial discretionary approval from a city at a public hearing at which the required findings are made, then this Agreement requires no further public hearings. However, if the city's usual planning process requires additional public hearings, then at each such hearing prior to taking action, the city must find that the proposed action complies with the Section 10(a) Permit and with this Agreement. If the city's usual planning process allows discretionary action, subsequent to the first public hearing, to be taken without additional public hearings, then the city must find that the subsequent actions comply with the Section 10(a) Permit and this Agreement prior to taking action, but need not make the findings at a public hearing.

2. Some projects would normally proceed without any public hearings. Projects which require only a city building permit are one example. In those cases, this Agreement requires that at least one public hearing be held prior to any grading, major construction or change in land use. At that public hearing, the city must find that the proposed grading, major construction or change in land use complies with the Section 10(a) Permit and with this Agreement. Until the city makes such findings, the grading, major construction or change in land use shall not take place.

When a local government issues a building permit or a grading permit in compliance with the applicable conditions of the Agreement, such issuance automatically authorizes takings under the Section 10(a) Permit. The incidental takings under the Section 10(a) Permit must be performed by an employee or agent of the local government or by a private entity under the direct control of the local government through its land use authority, general police power, or any contractual rights. Each local government may issue grading permits and building permits upon satisfaction of the applicable conditions of the Agreement and of the Section 10(a) Permit, and other local requirements unrelated to wildlife conservation. For purposes of the Section 10(a) Permit, any Landowner (together with its agents, employees and contractors) who has agreed in writing to be bound by the terms of the

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

Agreement and by the conditions of the Section 10(a) Permit by signing a copy of this Agreement and when acting (together with its agents, employees and contractors) under a permit issued in accordance with this Agreement, shall be deemed to be acting under the direct supervision and control of a permittee under the Section 10(a) Permit.

Each developer shall offer for dedication to the County of San Mateo those parcels which are designated as conserved habitat in Chapter VII. The offer of dedication of Conserved Habitat may be phased at the option of the Landowner but shall occur prior to or concurrently with the recordation of the final subdivision tract map for the area to be dedicated. Title shall be dedicated in fee to the County or the State, as appropriate. San Mateo County shall accept these dedications. Temporary access to portions of any Developable Administrative Parcel which are to become Conserved Habitat shall be provided by the respective Landowner to the Plan Operator in order to permit the Plan Operator to monitor plan compliance and to develop plans for the protection, operation and enhancement of the Conserved Habitat upon reasonable terms and conditions (including waivers of liability, insurance, etc.) and to conduct any activity consistent with the Agreement. Owners of unplanned parcels may be required, during the planning process, to dedicate land as conserved habitat as a condition of authorization to take Mission Blue under the Section 10(a) Permit.

Some developments may utilize Development Agreements as authorized by California Government Code §65864, et seq. Any such Development Agreement shall provide that the development is subject to and will comply with the terms of the Agreement and the conditions of the Section 10(a) Permit.

To change an unplanned parcel into a planned parcel or to obtain approval of a reclamation plan, the parcel owner shall submit the proposed plans to the Plan Operator. The Plan Operator shall review the proposed plans and recommend to the local agency with local use jurisdiction that the plans be approved or disapproved. The Plan Operator shall give the USF&WS and CDF&G notice and copies of the proposed plans. The USF&WS and CDF&G shall have 30 days to review and comment upon the proposed plans. At the end of that time, the local agency with land use jurisdiction shall either approve or disapprove the plans. Upon approval of plans to change an unplanned parcel into a planned parcel, the parcel becomes a planned parcel.

Field maps (used to show grading boundaries, location of fencing, etc.) shall be reviewed by the Plan Operator for compliance with the HCP prior to their use. If the Plan Operator disapproves a field map, that decision may be appealed to, and reviewed by, the local agency with land use planning jurisdiction.

B. FUNDING PROGRAM

A basic element of the HCP is creation of a funding mechanism which is able to support the monitoring, research, enhancement and other conservation techniques provided for in this HCP for permanent habitat conservation. The amount of funding must be adequate and protected against inflation. It does not seem possible to provide permanent, inflation-free funding solely by reliance on discretionary appropriations from public entities. As a result, the HCP proposes to rely on private funding for habitat maintenance. Funds

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

for habitat maintenance would be deposited in three distinct but overlapping phases: initial funding, service contract funding, and permanent funding.

- o Interim funding will begin upon the execution of this Agreement, and will be paid by the Landowners. Upon full implementation of the program, it is anticipated that the total amount of interim funding paid by the Landowners will be approximately \$50,000.00 per year.
- o Funds will also be raised through fees charged to the developers for monitoring of development, and for consultation provided to the developers, by the Plan Operator. The fees charged will cover the Plan Operator's costs and expenses and will also provide some extra money for operation and enhancement of the Conserved Habitat.
- o Permanent and ongoing funding for habitat operation, maintenance and enhancement will be provided by a \$20.00 annual charge per dwelling unit within the Development Areas and a \$10.00 annual charge per 1,000 square feet of floor area of private non-residential development on the mountain. As the construction is completed and permanent funding is imposed, interim funding will be phased out.

Concurrently with the execution of this Agreement, the County and the Cities shall either enter into a trust agreement and thereby and thereupon establish the "San Bruno Mountain Area Habitat Conservation Trust Fund" (hereinafter "Trust Fund") or form an Assessment District or provide for other appropriate funding sources as provided below. The funding source shall have the duty to use the funds for habitat conservation on San Bruno Mountain so as to provide for the conservation of the Mission Blue, Callippe Silverspot and other Species of Concern and the San Bruno Mountain Area Ecological Community.

The trustees of the Trust Fund shall be the Managers for the County and the Cities who shall act and administer the Trust Fund solely for the purpose of providing the County with funds for the protection and enhancement of the Species of Concern by the operation, maintenance and enhancement of the Conserved Habitat for such purposes, all as set forth in greater detail in said Trust Agreement.

The funds will be paid annually to the funding source, as appropriate, and dedicated solely to habitat conservation activity. Upon full implementation of the program, it is anticipated that the amount of annual funding will be in excess of \$60,000.00, which has been determined to be sufficient for habitat conservation. The exact amount of annual funding cannot be calculated because Landowners will begin participation in the funding program at different times. The Trust will consist of one representative each from San Mateo County, Brisbane, Daly City and South San Francisco. The Trustees of the Trust shall have the duty to use the funds for habitat conservation on San Bruno Mountain so as to provide for the conservation of the Mission Blue, Callippe Silverspot and other Species of Concern and the San Bruno Mountain Area Ecological Community.

In connection with the subdivision, development and use of the Developable Administrative Parcels, the respective local agency having jurisdiction shall require, and in any event (except as provided in the Agreement) each Landowner with respect to each Development Area, or portion thereof, shall record, a covenant with respect to such Developable

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

Administrative Parcels, or portion thereof.

Prior to the time when the funding from covenants and restrictions assessments provided for above becomes available, the parties shall establish an Interim Funding (Interim Fund) in the amount of at least \$50,000.00 per year for preliminary habitat restoration activities, native plant seeding and species population monitoring, and other habitat enhancing and monitoring activities. It is anticipated that additional interim funding will come from new projects, contributions from public agencies and from fees for monitoring and consultation, so that the interim funding will probably be in excess of \$50,000.00 per year.

As a contribution to the Interim Fund, each of the following Landowners shall pay to the Plan Operator the amount of money set forth below opposite its name monthly in advance, commencing with the later of (i) the approval of a specific plan, rezoning for residential or commercial purposes, PUD, or tentative subdivision map for any portion of the Developable Administrative Parcel set forth opposite the respective Landowner's name below; or (ii) the execution of this Agreement by each Landowner.

<u>Landowner/Developable Administrative Parcel</u>	<u>Monthly Payment</u>	<u>Pro Rata Limit</u>
Cadillac-Fairview Homes West: Northeast Ridge Project	\$ 1,956.67	\$ 23,480.00
W.W. Dean & Associates: South Slope Project	781.67	9,380.00
Presley: Reservoir Hill	681.67	8,180.00
Foxhall Investment, Ltd: Rio Verde Estates and Rio Verde Heights	746.67	8,960.00

With respect to all other Developable Administrative Parcels, the Landowner with respect thereto, upon the approval of any PUD, tentative subdivision tract map, building permit, grading permit, conditional use permit or special use permit shall be required to commence and continue paying to the Plan Operator for the Interim Fund, in the same manner and to the same extent provided above with respect to the Landowners specified in this subsection, a charge in the amount of \$20.00 per year for every residential unit and \$10.00 per year per 1,000 square feet of non-residential floor area proposed to be developed under the approval sought.

In the event that any of the Landowners above fails to meet its interim habitat funding obligation, the obligation to make payments shall terminate and the respective Landowner shall thereafter have no obligation to make further payments and the Landowner shall lose its rights and benefits under the Section 10(a) Permit.

As the permanent funding provided becomes available, the Interim Funding shall be phased out.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

The parties to this Agreement recognize and agree that the permanent charge/assessment may be satisfied through collection on the annual County property tax bill of an equivalent amount. Such collection may be through an assessment levied by a public entity or district such as a landscape and lighting district pursuant to Streets and Highways Code §§22500-22679, an open space maintenance district pursuant to Government Code §§50575-50628, or some other mutually agreed upon funding source. All parties agree to cooperate in good faith in the formation of such a funding source as is selected by the Cities and the County and the Landowners shall consent to the formation of any such funding source so selected.

C. ENFORCEMENT

As set forth above, the local agencies, as permittees, have the duty to enforce the conditions of the Section 10(a) Permit and the terms of the Agreement. Their enforcement authority includes the issuance of stop work orders.

The Section 10(a) Permit provides that no grading shall occur within the Conserved Habitat other than in specifically designated Reclaimed Habitat areas. The applicant for a grading permit shall sign a statement acknowledging that grading in the Preserved Habitat may be a crime. The statement shall be in substantially the following form:

"I understand that grading is being permitted by federal authority in certain areas which may contain an endangered species -- the Mission Blue butterfly, the San Bruno Elfin butterfly or the San Francisco Garter Snake. I also understand that grading is permitted only inside areas which have been fenced. I understand that grading beyond the fenced area is not permitted and that it may be punishable as a federal crime to grade beyond the fenced area if such grading kills or injures butterfly eggs, larvae or adult butterflies, or kills or injures San Francisco Garter Snakes."

There shall be no grading within 300 feet of any point on a boundary of the Conserved Habitat which is required by Chapter VII of this HCP to be fenced until a fence is erected on the boundary of the Conserved Habitat for a reasonable distance and a pre-grading conference is held. Signs shall be posted on the fence every 100 feet which shall state, in the following language, that grading beyond the fence is not permitted and may result in the imposition of criminal penalties:

"NOTICE: Grading beyond this fence could result in a violation of federal law (16 U.S.C. §§1531-1543) and could result in a fine of \$20,000.00 and imprisonment for one year (16 United States Code §1540(b))."

At the pre-grading conference, the prohibition against grading beyond fenced areas shall be explained. The parties to the pre-grading conference shall include, in addition to the local agency, at a minimum, the contractors, developers, foremen, heavy equipment operators and the Habitat Manager.

The appropriate local agency shall issue and enforce a stop work order immediately upon its determination that there has been grading outside the grading boundaries as shown on the approved grading plan. Local agencies may

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

exercise this authority based upon the Agreement, the police power, the Section 10(a) Permit, the grading permit itself and any contractual agreements with developers to enforce the Agreement, the Section 10(a) Permit and/or the grading permit.

Local agencies shall have available the full extent of legal and equitable remedies available to them in the event of violations of the Agreement or the Section 10(a) Permit. Violations may result in requiring reclamation of any improperly graded area, donation to the County of undisturbed habitat within the permit area equivalent to the habitat improperly graded, forfeiture of bonds, revocation of the grading permit (and concomitantly the authorization for taking under that grading permit) and/or any other appropriate and available remedies in the discretion of the local public entity.

The USF&WS and the local agencies agree that the Section 10(a) Permit is severable for enforcement purposes by management unit or portions thereof. Violations that occur in one management unit are not grounds for revocation of the permit or other remedies against a separate management unit. Revocation of the permit will not be considered until other remedies and sanctions have been tried and found by the USF&WS to be inadequate. USF&WS may suspend or revoke the permit pursuant to the provisions of 50 CFR §13.51. The violation of the Section 10(a) Permit with respect to any management unit, or portion thereof, shall not adversely affect any Landowner or local agency with respect to any other management unit, or portion thereof. The past conduct of a violator with respect to one management unit may be considered in determining the appropriate remedies with respect to such violator's activities with respect to another Management Unit.

In the event that the development of any Development Area entails grading within 200 feet of any Conserved Habitat, the Landowner shall post a bond in favor of the Cities, the Plan Operator and the San Bruno Mountain Area Habitat Conservation Trust Fund or Assessment District securing performance of the following obligations:

1. The Landowner shall not grade any Conserved Habitat except as provided in this Agreement;
2. In the event that any Landowner does grade any Conserved Habitat (including, but not limited to Preserved Habitat) in violation of this Agreement, such Landowner shall expeditiously comply with the reasonable directives of the Plan Operator to restore the improperly graded area; and
3. In the event of a breach of the obligations described in subsections (i) and (ii) above, it would be impracticable or extremely difficult to fix the actual damages resulting from the breach and therefore the Landowner shall pay to the Trust Fund or to the Assessment District or alternate funding source liquidated damages, and not as a penalty, the sum of \$20,000.00 per acre of Conserved Habitat that is improperly graded. The liquidated damages per acre shall be prorated according to the amount of Conserved Habitat that is improperly graded, but in no event shall be less than \$2,000.00. These sums represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from a breach of such obligations.

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

The amount of any bond obtained pursuant to this provision shall be no less than \$25,000.00 per acre of Conserved Habitat, other than areas constituting Reclaimed Habitat, that occurs within 200 feet of any area that is to be graded. Such bond shall be posted by the Landowner and required by the local agency having planning jurisdiction prior to the initiation of such grading.

Suspension

1. The USF&WS may suspend the Section 10(a) Permit for any violation of the Permit or this Agreement.

2. Except where the USF&WS determines that emergency action is necessary to protect any endangered or threatened species, the USF&WS shall not suspend the Section 10(a) Permit without first: (a) requesting the appropriate City or the County to take appropriate remedial or enforcement action; and (b) providing to the affected City or County permittee and to each affected Landowner under the direct control of the affected permittee, notice in writing of the facts or conduct which may warrant the suspension and an opportunity to demonstrate or achieve compliance with the Permit and this Agreement.

3. Any suspension under this subsection shall be lifted immediately upon the reasonable determination by the USF&WS that the violation(s) has been effectively redressed.

4. It is the intent of the parties hereto that in the event of any suspension of the Section 10(a) Permit, all parties shall act expeditiously to cooperate to lift any suspension of the Section 10(a) Permit to carry out the objectives of this Agreement. Notwithstanding any provision of this subsection, no suspension of the Section 10(a) Permit, or the rights, benefits or privileges of the Section 10(a) Permit shall extend beyond a period of 180 days, unless the USF&WS makes the determinations required below.

Revocation or Termination

1. The USF&WS shall not revoke or terminate the Section 10(a) Permit for a violation of the Permit or this Agreement unless the USF&WS determines that such violation: (a) involves a taking of an endangered or threatened species; (b) has significantly and adversely affected such species throughout its range; (c) cannot be effectively redressed by other remedial or enforcement action, and (d) destroys more than 5% of the total Conserved Habitat in that Administrative Parcel.

2. The USF&WS shall not revoke or terminate the Section 10(a) Permit without first: (a) requesting the appropriate City or the County to take appropriate remedial or enforcement action; and (b) providing to the affected City or County permittee and to each affected Landowner under the direct control of the affected permittee, notice in writing of the facts or conduct which may warrant the revocation or termination and a reasonable opportunity (but not less than 60 days) to demonstrate or achieve compliance with the Permit and this Agreement.

INSTITUTIONAL PROGRAM Exhibit C - San Bruno Mountain Habitat Conservation Plan

D. HABITAT MAINTENANCE

The County shall grant to the California Department of Fish and Game, the California Department of Parks and Recreation and to the U.S. Department of the Interior an easement to enter the conserved habitat owned by the County to enforce the terms of the Agreement and to enforce the conditions of the Section 10(a) Permit. The County shall also restrict the conserved habitat by deed or other recorded document so that the land will be used only for habitat purposes and for other uses consistent with use as a habitat. The document shall provide that the restrictions on use can only be relaxed or modified with the consent of the USF&WS, the California State Department of Parks and Recreation and Fish and Game, the County of San Mateo and the cities of Brisbane, Daly City and South San Francisco.

The California Department of Parks and Recreation shall grant to the County, the California Department of Fish and Game and to the U.S. Department of Interior an easement to enter the conserved habitat owned by the State to enforce the terms of the Agreement and to enforce the conditions of the Section 10(a) Permit. The State shall also restrict the conserved habitat by deed or other recorded document so that the land will be used only for habitat purposes and for other uses consistent with use as a habitat. The document shall provide that the restrictions on use can only be relaxed or modified with the consent of the USF&WS, the California State Department of Parks and Recreation and Fish and Game, the County of San Mateo and the cities of Brisbane, Daly City and South San Francisco.

In order to effect the maximum economy, it is anticipated that the conservation activities will be closely integrated with the activities of San Mateo County as manager of a park on San Bruno Mountain.

The day-to-day management of the HCP will be handled by the Plan Operator. The Plan Operator will provide personnel and equipment to perform the physical job of conservation and maintenance of the conserved habitat. That work will be done under the supervision of a scientist or other appropriate personnel who will either be hired by the Plan Operator or under contract with the Plan Operator. The scientific consultant will perform whatever periodic review and planning is required by the HCP.

For the initial five years of the Plan, the Plan Operator will consult with the Technical Advisory Committee (TAC), composed of representatives of USF&WS, CDF&G, the County of San Mateo, the cities of Brisbane, Daly City and South San Francisco, Visitacion Associates, the Committee to Save San Bruno Mountain and a biologist. The duties of the TAC are to review the operation, implementation and success of the HCP as follows:

- Review the work of the Plan Operator, including the results of research, monitoring and habitat enhancement activities and including the planning and design assistance to the landowners.
- Recommend revisions to plan activities, research, monitoring or enhancement, as necessary.

The TAC shall meet formally at least once a year to review the ongoing implementation of the Plan, and more often as appropriate. After the initial five years, the TAC may be continued if major uncertainties regarding

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

biological activities for habitat maintenance and enhancement remain to be resolved. The TAC may, with the unanimous consent of the County and Cities, establish a subcommittee of scientific and technical personnel, including representatives of the resource agencies to provide it with needed biological advice.

E. LANDOWNER COMMITMENTS

Landowners shall be required to:

1. Demonstrate compliance with the Agreement and the Section 10(a) Permit as described in paragraph A above.
2. Participate in the Funding Program as set forth in the Agreement.
3. Satisfy the conditions of Chapter VII as to each parcel for which the landowner proposes development.
4. Dedicate conserved habitat as set forth in Chapter VII of the HCP.
5. Prepare and comply with reclamation plans as described in Chapter VII for areas designated to be reclaimed.
6. Comply with applicable provisions of the Agreement and the conditions of the Section 10(a) Permit.
7. Comply with the requirements for grading permits set forth in the Agreement.
8. Stop grading work immediately upon the issuance of a stop work order duly and properly issued by the local government having land use jurisdiction.

F. AMENDMENT PROCEDURE

It is necessary to establish a procedure whereby the Agreement and the Section 10(a) Permit can be amended. However, it is extremely important that the cumulative effect of amendments will not jeopardize any endangered species or other species of concern. The fundamental purpose of the Agreement is to provide permanent protection for those species and for their conserved habitat. No amendments which conflict with that purpose will be approved. Amendments must be evaluated based on their effect on the habitat as a whole. The Plan Operator must be consulted on all proposed amendments.

In order to ensure that changes in development plans are consistent with this HCP, the amendment procedures vary depending on the type of amendments proposed. For purposes of this Chapter, "amendment" means any change in the boundary, as set forth in Chapter VII, of the conserved habitat, or development area, or any change in any of the conditions set forth for any parcel in Chapter VII or any change in any of the funding provisions of the HCP or any obligations of any public entity under the HCP. Amendments types 1, 2 and 3 as set forth below shall not be regarded as having a substantial effect upon any endangered species or the habitat of any endangered species. The types of proposed amendments and the applicable amendment procedures are

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

as follows:

1. Amendments In The Development Areas

Upon the written request of the respective landowner, the local public entity having land use jurisdiction is authorized in accordance with applicable law to approve amendments to the development plans for Development Areas which do not occur in the conserved or reclaimed habitat other than the conditions set forth in Chapter VII.

2. Amendments For Minor Boundary Adjustments

Upon the written request of the respective landowner, after consultation with the Habitat Manager, the local jurisdiction is authorized to approve minor boundary adjustments in the reclaimed or preserved habitat upon information notice, sent to the cities of Daly City, Brisbane and South San Francisco, the County of San Mateo, the California State Department of Fish and Game, the California State Parks Department and the U.S. Fish and Wildlife Service set forth in the preceding section, if the amendment will result in:

a. Reestablishing a boundary not more than 30 nominal feet measured on the ground surface, except as provided in Chapter VII, on either side of that boundary as delineated on a tentative subdivision map approved by a local public entity in accordance with Chapter VII (or on either side of that boundary, as determined by the local agency, if no subdivision map has yet been approved), and

b. The cumulative loss per administrative parcel from all minor boundary adjustments is not greater than 5% of the total conserved habitat in that administrative parcel as shown in Chapter VII.

3. Amendments For Exchange Of Equivalent Conserved Habitat Prior To Grading

Amendments to Chapter VII may be prepared for the exchange of land designated as conserved habitat with land designated as a development area within the same administrative parcel, only if no grading has yet occurred after issuance of the Section 10(a) Permit in the proposed new conserved habitat and upon a written finding that the amendment will provide new conserved habitat which is essentially equivalent in biological value and acreage to the habitat which will be lost as a result of the amendment. Any decisions approving such proposed amendments must be in writing and must be made by both the local jurisdiction and the USF&WS.

4. Unforeseen Circumstances

a. In reconciling their interests, and in identifying the measures in the Habitat Conservation Plan, the parties have used their best efforts to anticipate and take into consideration future changes in circumstances affecting the San Bruno Mountain Ecological Community and Species of Concern. The following procedures shall be followed, however, with respect to unforeseen circumstances which either (i) appreciably reduce the likelihood of survival of the Mission Blue butterfly, San Bruno Elfin butterfly or San Francisco Garter Snake, or (ii) result in new species being listed under the Endangered Species Act whose conservation necessitates additional emphasis in

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

the HCP or the Plan Operator's operating program for Conserved Habitat areas.

b. In response to any unforeseen circumstances as set forth in subsection (a) above, any party to this Agreement may request the other parties to this Agreement to meet to discuss appropriate modifications or amendments to: the HCP as applied to Conserved Habitat areas, the Plan Operator's operating program, the Trust Fund Agreement or any provision of this Agreement. Any party to this Agreement who fails to vote upon any such proposed changes shall be bound by the terms and conditions of any modification or amendment adopted pursuant to the provisions of this Section.

c. The parties to this Agreement shall, to the maximum extent possible, attempt to reach a consensus in response to the unforeseen circumstances described in subsection (a) of this section. No modification or amendment proposed under subsection (b) of this section shall be adopted and become effective without the unanimous consent of all parties to this Agreement who voted upon such modifications or amendment.

d. Notwithstanding the provisions of subsection (c) of this section, upon a written finding by the USF&WS that an emergency exists wherein either the continued implementation of the HCP, as applied to the Conserved Habitat areas, or the Plan Operator's operating program, appreciably reduces the likelihood of survival of a species listed under the Endangered Species Act, such plan or program shall be immediately modified in accordance with the recommendations of the USF&WS. Within 30 days after the modification of such plan or program, the USF&WS shall hold an informal noticed public hearing in San Mateo County for the purpose of setting forth its justification for requesting a modification of the HCP or the Plan Operator's operating program and taking public comment thereon. Such requested modifications shall be withdrawn within 30 days after the hearing unless the USF&WS presents, in writing, substantial evidence which demonstrates that the modifications were (i) necessary for the conservation of a species listed under the Endangered Species Act, (ii) could not be accomplished through the continued implementation of the existing HCP or Plan Operator's operating program, and (iii) represented the minimal modifications available which would not appreciably reduce the likelihood of survival of the affected listed species. Upon the issuance of such findings, the requested modifications shall remain in force and effect until such time as the USF&WS determines that the emergency threat to the existence of the affected listed species has been avoided.

5. All Other Amendments

All other amendments are subject to approval as follows: (a) upon the prior written agreement of the fee title owners of the lands directly affected; and (b) after a noticed public hearing, and (c) upon written approval of the local jurisdiction, the County of San Mateo (only with respect to impacts on conserved habitat) and the U.S. Fish and Wildlife Service, and (d) supported by a biological study demonstrating that the amendment does not conflict with the primary purpose of the HCP to provide for indefinite, long-term perpetuation of the Mission Blue, Callippe Silverspot and other species of concern, and (e) will be considered an amendment to the Section 10(a) Permit, subject to any other procedural requirements of federal law or regulation which may be applicable to amendment of such a permit. Amendments in planned administrative parcels may be approved only at three calendar year

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

intervals. Amendments in unplanned administrative parcels are not subject to the three year limit, until after they become planned parcels.

Amendments in planned administrative parcels may be proposed and approved according to the following schedule:

<u>Proposed Amendment Must Be Submitted By</u>	<u>Decision On Proposed Amendment Must Be Made By</u>
1. June 30, 1985	December 31, 1985
2. June 30, 1988	December 31, 1988
3. June 30, 1991	December 31, 1991
4. June 30, 1994	December 31, 1994
5. Etc.	

Amendments shall be proposed by June 30 and decisions shall be made by December 31 at three year intervals as set forth herein and continuing on like dates forever.

Notwithstanding the foregoing, proposed amendments in the provisions of Volume II with respect to: (i) the boundary of the conserved habitat or development area; or (ii) any conditions set forth in Chapter VII regarding any administrative parcel may be considered at any time until such administrative parcel has been planned and is the subject of a specific plan or tentative subdivision tract map approval, after which time the time limits set forth above for consideration of amendments shall apply.

G. PROPOSED PERMIT

The County of San Mateo and the cities of Brisbane, Daly City and South San Francisco will be joint applicants for a permit for taking of the Mission Blue under Section 10(a) of the Endangered Species Act. Each of the four local governments will be named as a permittee.

The permit application will set forth proposed conditions under which the local governments will operate. The conditions will include the following items:

1. No taking of the Mission Blue on San Bruno Mountain shall occur except in compliance with procedural and substantive requirements of the Agreement.
2. The conserved habitat shall be held, used and administered in accordance with the HCP and Agreement.
3. The development areas shall be used and administered in accordance with the conditions in Chapter VII of the HCP.
4. A permanent institutional structure and funding mechanism shall be established in accordance with Chapter V of the HCP and compliance with the applicable funding requirements shall be demonstrated by each developer prior to the issuance of any grading permit or building permit.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

INSTITUTIONAL PROGRAM

5. The permit shall be valid for an initial thirty year term.
6. The Agreement, as required by Chapter V of the HCP, shall be executed concurrently with the issuance of the Section 10(a) Permit.

H. APPLICATION OF THE ENDANGERED SPECIES ACT

The primary question underlying the issuance of the Section 10(a) Permit under the Endangered Species Act is whether the endangered species of concern will be better conserved by this HCP than by no action at all. The HCP contemplates the exclusion and loss of some existing habitat and the incremental taking of the endangered species of concern. This plan is based on the finding that the existing habitat for the endangered species is threatened because of the succession of brush replacing existing grasslands, increasing recreational use and the threat of conversion to urban uses. It is believed that this trend can be stabilized by the regulation and enhancement of conserved habitat generally and by requiring mitigation for the contemplated exclusion and conversion of areas for urban uses. The mitigation required will provide funding and title to privately held lands, stabilizing and promoting conservation of these species of concern.

The focus of this plan is on the conservation of habitat for these species of concern. This emphasis on habitat is particularly helpful here because the endangered species are invertebrates. As long as a certain population size is retained, the taking of a few individual insects has far less significance to population survival than does the taking of an equivalent number of a species of large vertebrates (e.g., grizzly bear, California condor). Insects are short-lived and have high individual reproductive output -- the entire population replaces itself each year. Large vertebrates, on the other hand, are long-lived, take years to reach maturity and have low individual reproductive output. In this sense, the protection of habitat for invertebrates may have greater long run significance for the endurance of the species than the protection of some individual members of the species.

1. Permitted Taking Under Section 10(a)

Section 10(a) of the Act authorizes the Secretary to permit, under such terms and conditions as he may prescribe, any act otherwise prohibited by Section 9 of the Act. The acts may be permitted for scientific purposes, or to enhance the propagation or survival of the affected species (16 U.S.C. §1539). Section 9 of the Act, in turn, prohibits the "taking" of any endangered species.

If the Secretary is to grant a permit under Section 10(a) of the Act, he is required to find that (1) the exception was applied for in good faith; (2) the exercise of the exception will not operate to the disadvantage of the endangered species; (3) the exception is consistent with the purposes and policies set forth in Section 1531 of this title (16 U.S.C. §1539(d)). The Secretary may impose on such a permit terms and conditions to further the purposes of the Act.

The legislative history of Section 10(a) indicates that it was intended to provide the Fish and Wildlife Service with the flexibility to permit the

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

taking of individual members of an endangered species where the taking would occur as part of activities to encourage the propagation or survival of the affected species. The House committee report on the 1973 legislation made the following comment with regard to this section:

Any such activities to encourage propagation or survival may take place in captivity, in a controlled habitat or even in uncontrolled habitat so long as this is found to provide the most practicable and realistic opportunity to encourage the development of the species concerned. They might even in extraordinary circumstances include the power to cull excess members of a species where the carrying capacity of its environment is in danger of being overwhelmed. H.R. Rep. No. 412, 93d Cong. 1st Sess. 17 (1973). (Emphasis added.)

Similarly, the Senate report states:

The Secretary may make certain exemptions from the prohibitions for scientific purposes or for the propagation of the species in controlled habitats, if he finds that such excepted conduct furthers the intent of the Act. Sen. Report No. 307, 93d Cong., 1st Sess. 4 (1973).

This is not an instance where the habitat is overpopulated with the species and certain individuals must be taken for the protection of the species itself. However, it now appears that this is an instance where the proposed habitat conservation plan is "...the most practicable and realistic opportunity to encourage the development of the species..."

In Section 2 of the Act (15 U.S.C. §1531), Congress found and declared that:

(a)(1) various species of fish, wildlife, and plants in the United States have been rendered extinct as a consequence of economic growth and development untempered by adequate concern and conservation;...

(5) encouraging the States and other interested parties, through Federal financial assistance and a system of incentives, to develop and maintain conservation programs which meet national and international standards is a key to meeting the Nation's international commitments and to better safeguarding, for the benefit of all citizens, the Nation's heritage in fish, wildlife, and plants.

(b) The purposes of this chapter are to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved, to provide a program for the conservation of such endangered species and threatened species, and to take such steps as may be appropriate to achieve the purposes of the treaties and conventions set forth in subsection (a) of this section.

As mentioned above, a critical feature of this permit is that a significant portion of the habitat is on private land. It is unlikely that adequate public funds can be located to acquire the entire habitat area. Under this approach, over half of the private land would be permanently preserved in its natural condition as habitat. The conserved habitat would be carefully selected both to protect the richest habitat areas and to provide an adequate diversity of habitat. In addition, the contemplated urban uses will

Exhibit C - San Bruno Mountain Habitat Conservation Plan
INSTITUTIONAL PROGRAM

be a source of permanent, ongoing funding for continued habitat conservation.

In its general expressions of intent in Section 2, Congress stated its concern about the impact on species of "economic growth and development untempered by adequate concern and conservation." However, Congress sought to encourage "interested parties" "...to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved and to provide a program for the conservation of such endangered and threatened species."

Application of the Act to the private land on San Bruno Mountain as suggested would mean that the Secretary was exercising his permit authority to provide a program for the conservation of the species and its ecosystem by requiring the adoption and funding of this Habitat Conservation Plan. Under these circumstances, especially where the Act is being applied to an invertebrate species on private land, this is the most practicable and realistic means for providing the conservation of the species. In addition, the Secretary may impose on a permit for the taking of individuals, terms and conditions necessary to further the intent of Congress. In this case, the permit would generally authorize the taking of individuals of the endangered species subject to specific terms and conditions which would assure that the conservation purposes of the permit are achieved. Generally, these conditions could include implementation of specific elements of this Plan, including the regulation of conserved habitat, biological evidence developed by a qualified independent biologist that the HCP will be sufficient to provide for the indefinite perpetuation of the species, permanent funding to provide for habitat maintenance and protection, and an institution responsible for implementation of the habitat management plan which has the legal independence and authority to fulfill its responsibilities.

Because a permit for takings incidental to development activity would be issued under Section 10(a), there would be no conflict with the recent decision of the Ninth Circuit Court of Appeals in Palila v. Hawaii Department of Land and Natural Resources, 639 F.2d 495 (Cir. 9, 1981).

2. Consultation Under Section 7

The approach to resolving any potential endangered species conflict on San Bruno Mountain should involve both the application for a permit, pursuant to Section 10(a), to carry out the plan and the issuance of a favorable biological opinion pursuant to Section 7b of the Act. Section 7 of the Endangered Species Act requires federal agencies, in consultation with the Secretary of the Interior, to ensure that any action, authorized, funded or carried out by them is not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of the critical habitat of such species (16 U.S.C. §1536(b)).

Section 7 should be utilized in this instance by consultation of the Fish and Wildlife Service Permit Office with the Endangered Species Office on the application for an endangered species permit under Section 10(a) of the Act to carry out the plan and the associated development activities.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

VI. PLAN OVERVIEW

Exhibit C - San Bruno Mountain Habitat Conservation Plan**VI. PLAN OVERVIEW****A. SUMMARY OF PLAN**

The Plan provides four broad categories of actions leading to conservation of the species of concern. Legal and Planning actions incorporate conservation and impact minimization at the design and approval stages of development. Enhancement Activities and Monitoring will be carried on over the long term to accomplish the goals of the HCP. The general details of these primary techniques are given in Chapter III.

B. PHASES OF THE CONSERVATION PLAN

The HCP for SBM is a long term program for conserving the ecology of SBM and preserving the principal populations of several endangered species. While the philosophical foundation of the plan is maximum feasible conservation, there is an opportunity on SBM to gradually enhance the habitat for the species of concern through grassland successional management and other tools. The immediate threats to the species are disturbance from the development of privately held lands and surrounding urban uses. These require mitigation and conservation actions apart from a large scale, long term habitat enhancement program.

The two basic activities -- development mitigation and habitat enhancement -- define two principal phases of the HCP. In addition, the HCP will undergo a start-up period which should be considered an initial phase for the purpose of budgeting and research planning. The phases are not distinct, rather the HCP program activities will shift emphasis in response to the development schedule and according to the plan's own research program. The approximate timing of the phases is listed below.

Phase -----	Period (years from start) -----
Start-up	0 - 3
Development Mitigation	0 - 8
Habitat Enhancement	5 - ?

HCP phases are important considerations in program planning and will be referenced in the detailed plans described in Volume Two. Briefly, the HCP phases help solve the budget problem of allocating largely fixed resources among the many areas and types of possible activities. Phasing also reflects the philosophical evolution of the plan to include direct habitat manipulation as more is known about the ecology of the species of concern and the overall ecology of SBM.

C. PLANNING AREA OVERVIEWS

The following are brief overviews of each Planning Area with regard to description and location, vegetation, proposed development projects, biological issues, and Habitat Conservation Plan objectives. Following each general overview is an enhancement overview for each planning area which discusses timing, coordination with proposed projects, and specific enhancement measures. Detailed information for each Planning Area is incorporated in Volume Two of this Plan. The four Planning Areas are divided into Adminis-

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

trative Parcels which correspond to ownership, and the Administrative Parcels are further divided into Management Units which correspond to areas containing common conservation problems. The Table of Contents of Volume Two is included here for reference.

TABLE OF CONTENTS
VOLUME TWO

<u>Chapter</u>	<u>Page</u>
VII. CONSERVATION PLAN FOR ADMINISTRATIVE PARCELS	
Introduction	VII - 1
1. Guadalupe Hills	VII - 4
01. Rio Verde Estates	VII - 4
02. Carter-Martin Road Extension	VII - 15
03. Rio Verde Heights	VII - 24
04. Parcel X	VII - 35
05. Parcel Y	VII - 42
06. Parcel Z	VII - 48
07. Northeast Ridge Project	VII - 57
08. Guadalupe Valley West	VII - 72
09. State and County Park	VII - 79
10. Guadalupe Canyon Parkway	VII - 88
11. Transmission and Gas Lines	VII - 95
12. PG&E Fee	VII - 105
13. Water Pipelines	VII - 112
14. Parcel W	VII - 119
15. Water Tank In Guadalupe Valley West	VII - 125
16. Parcel V	VII - 132
2. Southeast Ridge	VII - 138
01. Quarry	VII - 138
02. Owl & Buckeye Canyon	VII - 147
03. Brisbane Acres	VII - 156
04. South Slope Project	VII - 165
05. County Park	VII - 178
06. Hillside School	VII - 186
07. Transmission and Gas Lines	VII - 191
08. Juncus Ravine	VII - 202
09. Water Pipelines	VII - 209
10. Fire Breaks	VII - 216
3. Radio Ridge	VII - 223
01. Antenna Sites	VII - 223
02. County Park	VII - 233
03. Guadalupe Canyon Parkway	VII - 243
04. Transmission and Gas Lines	VII - 250
4. Saddle	VII - 260
01. Reservoir Hill Project	VII - 260
02. Brisbane School Site	VII - 273
03. "47 Units"	VII - 280
04. State Park	VII - 290
05. Guadalupe Canyon Parkway	VII - 300
06. Water Tanks on Reservoir Hill	VII - 307

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

1. Guadalupe Hills

The Guadalupe Hills planning area includes that section of the Mountain north of Guadalupe Valley with its eastern border on Bayshore Boulevard, its western border in park lands and edged on the north by residential areas of San Francisco (see Figure VI-1). This area constitutes the lowest ridge of the Mountain, with moderately steep hills containing both grassland and brushland habitat. Exotics such as gorse and eucalyptus have also become well established (see Figure VI-2).

Development is now proposed for the Northeast Ridge, Rio Verde Estates, and Rio Verde Heights parcels, which includes the Carter-Martin Road Extension. Future land use for parcels V, W, X, Y, and Z is currently unknown. A list of the number of acres found in each of these parcels is presented in Table VI-2.

The Guadalupe Hills planning area contains the second largest butterfly colony on the Mountain (about 25% of the entire Mission Blue and 30% of the entire Callippe populations) and is subject to the greatest impact from development. The area has previously been disturbed by Guadalupe Canyon Parkway which now divides the colony, by extensive damage from off-road vehicle use, and by the uncontrolled spread of exotic plant species. Therefore the impact of development would be severe not only because of the number and placement of housing units and the increase in human activity, but also because it further decreases the natural value of this already disturbed habitat. In addition to the butterfly populations several grassland animals have been sighted in the Guadalupe Hills, and rare and endemic plant habitat is known to exist on County Park lands near the quarry (Biological Study). The corridor between the Southeast Ridge and the Northeast Ridge, which is now limited to the brushy area at the west end of the valley, must be preserved for utilization by the species so as to maintain continuity between the colonies. Likewise, contiguity within the colony must be maintained.

In order to maintain colony continuity, the approach toward the Guadalupe Hills planning area with regard to habitat protection is to conserve habitat, maintain large amounts of contiguous habitat, and improve the quality of the Conserved Habitat. Habitat conservation techniques will include control of exotics (eucalyptus and gorse), revegetation of off-road vehicle cuts and graded areas, planning assistance, and protection against human encroachment.

Enhancement Overview for the Guadalupe Hills Planning Area: Because of the extensive development proposed for this planning area, coordination of enhancement activities in the Conserved Habitat within various administrative parcels is important in order to offset the impact of major losses of habitat. Because these losses correspond to development phases, the overall enhancement activities for the planning area initially will be coordinated with these phases. There are two major development phases (I and II) proposed with the Northeast Ridge project. Because this parcel involves the largest area of habitat loss the short term enhancement phases will be within the same time frame as the major development phases. It appears that both the Rio Verde Estates Development and the Carter-Martin Road Extension will also fit into this scheme as development will likely begin in all areas at approximately the same time. Post development enhancement involves long term enhancement goals and will be considered as Phase III.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

11/08/82

VI - 4

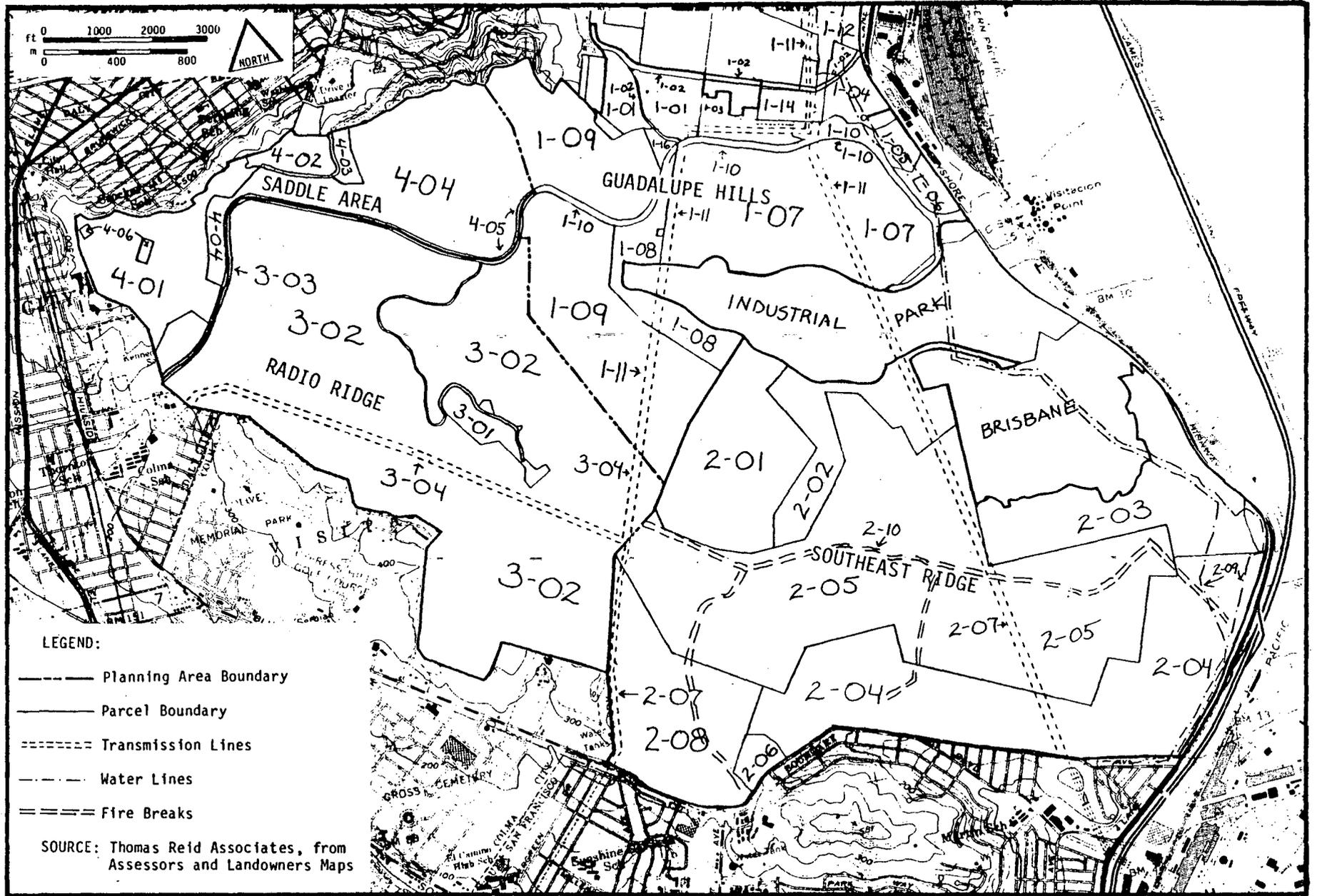


FIGURE VI - 1
PLANNING AREAS AND ADMINISTRATIVE PARCELS

Exhibit C - San Bruno Mountain Habitat Conservation Plan

11/08/82

VI - 5

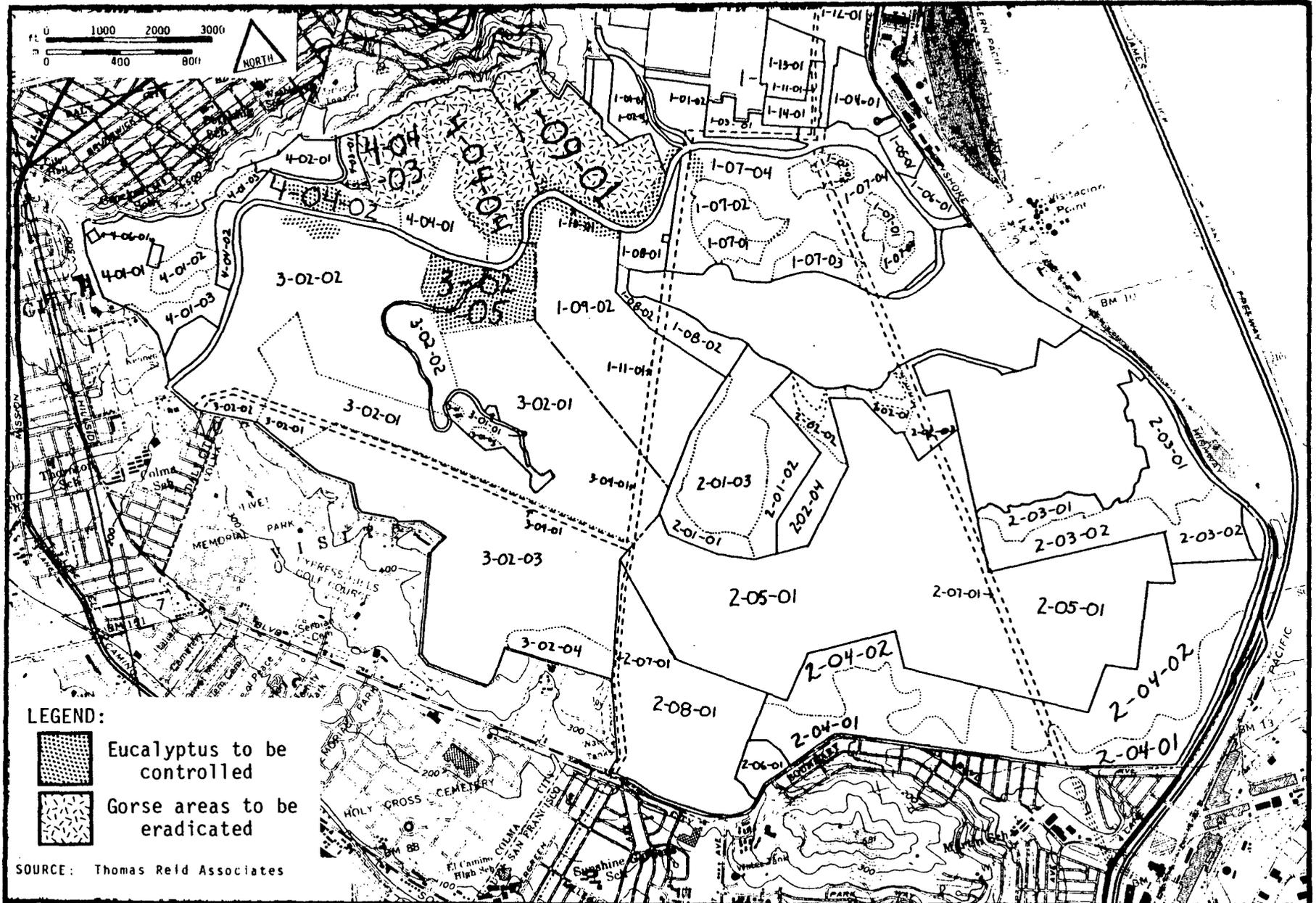


FIGURE VI - 2
PRIORITY AREAS FOR HABITAT ENHANCEMENT

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

TABLE VI-1
LAND OWNERSHIP AND PLANNING RESPONSIBILITY

AREA/ PARCEL	CURRENT OWNERSHIP	PLANNING RESPONSIBILITY	POLITICAL JURISDICTION
1. GUADALUPE HILLS			
01. RIO VERDE ESTATES	VA	MENZOIAN	DC
02. CARTER-MARTIN ROAD EXTENSION	VA	DC	DC
03. RIO VERDE HEIGHTS	MENZOIAN	MENZOIAN	DC
04. PARCEL X	LEVINSON	LEVINSON	B
05. PARCEL Y	ALISAL LAND CO.	ALISAL LAND CO.	B
06. PARCEL Z	VA	CFHW	B
07. NORTHEAST RIDGE PROJECT	VA	CFHW	SM/B
08. GUADALUPE VALLEY WEST	VA	VA	SM/B
09. STATE PARK	STATE	STATE/SM	SM
10. GUADALUPE CANYON PARKWAY	SM	SM	SM/B
11. TRANSMISSION & GAS LINE EASEMENTS		PG&E	CPUC
12. PG&E FEE	PG&E	PG&E	CPUC/DC
13. WATER PIPELINES	S.F. WATER DEPT.	SF	SM
14. PARCEL W	BANK OF AMERICA	DC	DC
15. WATER TANK	G.V. MUNICIPAL IMP. DIST.	SM	SM/B
16. PARCEL V	VA	VA	DC
1. SOUTHEAST RIDGE			
01. QUARRY	QUARRY PRODUCTS	QUARRY PRODUCTS	SM/B
02. OWL & BUCKEYE CANYON	BOTTOMS	BOTTOMS	SM/B
03. BRISBANE ACRES	MULTIPLE OWNERS	MULTIPLE OWNERS	B
04. SOUTH SLOPE PROJECT	VA	W.W. DEAN	SM/SSF
05. COUNTY PARK	SM	SM	SM
06. HILLSIDE SCHOOL	SSF USD	SSF USD	SSF
07. TRANSMISSION & GAS LINE EASEMENTS	PG&E	PG&E	CPUC
08. JUNCUS RAVINE	VA	VA	SM
09. WATER PIPELINES	S.F. WATER DEPT.	SF	SM
10. FIRE BREAKS	CALIF. DEPT. OF FORESTRY	STATE	SM
3. RADIO RIDGE			
01. ANTENNA SITES	WATSON	WATSON	SM
02. COUNTY PARK	SM	SM	SM
03. GUADALUPE CANYON PARKWAY	SM	SM	SM
04. TRANSMISSION & GAS LINE EASEMENTS	PG&E	PG&E	CPUC
4. SADDLE			
01. RESERVOIR HILL PROJECT	VA	PRESELEY, CA	DC/SM
02. BRISBANE SCHOOL SITE	B SCH DIST	DC	SM/DC
03. "47 UNITS"	VA	VA	SM/DC
04. STATE PARK	STATE	STATE/SM	SM
05. GUADALUPE CANYON PARKWAY	SM	SM	SM
06. RESERVOIR HILL WATER TANKS	DC	DC	DC

B	CITY OF BRISBANE	SSF	CITY OF SOUTH SAN FRANCISCO
CFHW	CADILLAC-FAIRVIEW HOMES WEST	SSF USD	S.S.F. UNIFIED SCHOOL DISTRICT
DC	CITY OF DALY CITY	VA	VISITACION ASSOCIATES
SM	COUNTY OF SAN MATEO		

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

TABLE VI - 2
ADMINISTRATIVE PARCEL - ACREAGE

	PRESENT		HCP		UNPLA	TOTAL
	DIST	OS	CH	PERM		
1. GUADALUPE HILLS						
01.		53	18	35		53
02.		8	4	4		8
03.		19	11	8		19
04.		28			28	28
05.		11	4	7		11
06.				11		11
07.		230	138	92		230
08.		49	49			49
09.		288	288			288
10.	28	6	6			34
11.						40*
12.		34			34	34
13.						9*
14.		14			14	14
15.	1					1
16.		3			3	3
<hr/>						
TOTAL	29	743	521	146		783
2. SOUTHEAST RIDGE						
01.	78	70	70			148
02.		91	76	15		91
03.		154			154	154
04.		337	211	126		337
05.		575	575			575
06.	13					13
07.						35*
08.		162	162			162
09.						12*
10.						
<hr/>						
TOTAL	91	1389	1094	141	154	1480
3. RADIO RIDGE						
01.	6	16	15	1		22
02.		885	885			885
03.	14					14
04.						28*
<hr/>						
TOTAL	20	901	900	1	0	921
4. SADDLE						
01.		104	31	73		104
02.		19			19	19
03.		9	2	7		9
04.		204	204			204
05.	14					14
06.	3					3
<hr/>						
TOTAL	17	336	237	80	19	353
<hr/>						
GRAND TOTAL	185	3380	2752	368	260	3537

LEGEND

DIST: presently disturbed area
CH: conserved habitat under HCP
UNPLA: unplanned as of May 1982

OS: existing open space area
PERM: permanently disturbed area under HCP
* easement not added into totals

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

Enhancement during the first phase will be limited to the creation or extension of corridor areas by thinning existing patches of exotics, and stopping the spread of both brush and exotics by eliminating seedlings which are invading open areas. The second phase will concern the control of extensive colonies of exotics in other areas with lesser corridor value, and revegetation of areas where the exotics were eliminated. Long term enhancement goals include continued brush and exotic species management and introduction of host plants into new areas. All enhancement activities mentioned below will be done by the Plan Operator. Certain activities should take place as soon as possible in order to be effective in offsetting habitat loss due to development, therefore land owners should give the Plan Operator permission to perform the activities prior to formal granting of easement or dedication of their land: The phases are as follows:

Phase I -- 1983-1984
 Phase II -- 1985-1986
 Phase III -- 1987 on

Specific Enhancement Measures for Phase I:

- a. Thin eucalyptus along Eucalyptus Road as indicated in Figure VI-2 in Management Unit 1-07-04 to open up a corridor into the Saddle Area and Guadalupe Valley West Administrative Parcel.
- b. Thin eucalyptus along Guadalupe Canyon Parkway as indicated in Figure VI-2 within Management Units 1-09-01, 1-09-02, and 1-01-02 in order to facilitate movement between the Saddle, Guadalupe Hills and the Southeast Ridge Planning Areas.
- c. Begin gorse eradication experiments as indicated in Figure VI-2 in Management Unit 1-09-01 to determine most effective method of elimination.
- d. Check the growth of brush and exotics by eliminating seedlings in Management Units 1-07-04, 1-09-01, and 1-09-02.
- e. Monitor these areas during the flight season of both butterflies to assess the success of the enhancement activities.

Specific Enhancement Measures for Phase II:

- a. Continue thinning of eucalyptus as necessary to open up additional corridors in units 1-09-01 and 1-09-02.
- b. Continue gorse eradication in unit 1-09-01.
- c. Enhance suitable areas on which gorse had previously existed with host plant or other native species.
- d. Begin brush thinning in units 1-09-02, 1-08-01, and 1-08-02.
- e. Monitor these areas to determine success and future needs.

Specific Enhancement Measures for Phase III:

- a. Allow eucalyptus not previously thinned to naturally senesce and die out where not desired; control seedling growth so the stands do not spread.
- b. Where eucalyptus are desired (i.e., for park uses) and do not inhibit butterfly movement insure that they are being properly managed.
- c. Continue brush control when and where necessary to facilitate butterfly movement.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

- d. Continue gorse eradication until it is totally eliminated from the planning area.
- e. Continue enhancing areas previously containing gorse with host plant or other native species.
- f. Continue to monitor all enhancement areas to determine future needs.

2. Southeast Ridge

The Southeast Ridge planning area extends from Bayshore Boulevard on the east to the transmission line west of the Quarry and from Hillside Boulevard on the south to the quarry road in Guadalupe Valley on the north. It constitutes the eastern half of the main ridge of the Mountain and includes such features as the Quarry, transmission lines, an antenna site and Hillside School (Figure VI-1). The area is characterized by steep slopes; the north-facing side is primarily brushland with patches of grassland and some woodland habitat, while the south-facing side is predominantly grassland.

The parcels which are currently proposed for development include the South Slope, County Park, and Quarry. Future development may be proposed for Owl and Buckeye Canyons and Brisbane Acres. The transmission line stands as a separate parcel and no changes are proposed within it at this point. The acreage of these parcels is listed in Table VI-5.

The majority of the San Bruno Mountain populations of the Mission Blue and Callippe Silverspot are found on the upper slopes of the Southeast Ridge. For this reason grading is an important concern; it should be minimized and be well monitored in order not to destroy habitat essential to the insects. Another important concern is the contiguity between this colony and the rest of the Mountain, including areas around the quarry and at the western end of Guadalupe Valley. A third concern is whether increased human activity in the area will increase the potential for accidental fires and vandalism and threaten the habitats of the butterflies and other species found there, including endemic plants.

The initial approach to the upper slopes of the Southeast Ridge Planning Area is to leave them untreated (see Glossary), with perhaps introduction of brush management at a later stage. The conservation of maximum open space within and between colonies will be one point of concern in the design of the habitat conservation approach. In development areas grading will be minimized, erosion prevention implemented, fire and vandalism control increased, and constructive landscaping encouraged (i.e. landscaping with host plants or fire retardant vegetation). These techniques are explained in the section of this plan entitled "Habitat Enhancement Techniques" (in Chapter III) and their applications for each management unit are described below.

Enhancement Overview for the Southeast Ridge Planning Area: The Southeast Ridge currently provides extensive areas of prime habitat for the butterflies of concern which will remain as open space within the County Park. Because development is proposed in low grade habitat areas only, no short term enhancement is necessary to improve the quality or extend areas of habitat.

Long term enhancement, however, may be necessary to control expansion of brush, exotics, and poison oak, especially on the north-facing slopes of the main ridge. The poison oak is particularly a problem in this planning area as it is difficult to eradicate except by fire, and in this area fire control

PLAN OVERVIEW

Exhibit C - San Bruno Mountain Habitat Conservation Plan

could be a problem because of the steep slopes and high fuel load. Long term goals of dealing with this problem should include research and experimentation into the most effective brush and poison oak control methods, and restoration of these areas afterwards. Rock spreading and seeding of host plants may provide long term habitat for the Mission Blue and for this reason may be a very effective restoration tool in this planning area.

Another long term problem within the Southeast Ridge Planning Area is invasion of annual grasses in areas where lupine and violet exists. These grasses eventually outcompete the lupine and overgrow the violet making them inaccessible to gravid females. Re-introduction of grazing in these areas could eliminate the problem as the grass would be closely cropped by the grazing animals. Most grazing animals do not eat larger lupines as they contain certain chemicals which make them unpalatable.

Specific Long Term Enhancement Measures:

- a. Experiment with the most effective means to eradicate poison oak and brush in Management Units 2-05-01 and 2-03-02, then eliminate it in areas where it appears to be taking over valuable habitat.
- b. Experiment with rock spreading and seeding of host plants in the areas in (a) above; if successful do it on a larger scale.
- c. Experiment with the re-introduction of grazing in Management Units 2-05-01 and 2-04-02; if successful continue indefinitely.
- d. Monitor all experimentation areas for success in expanding or maintaining butterfly habitat.

3. Radio Ridge

The western half of the main ridge of San Bruno Mountain constitutes the Radio Ridge Planning Area. Its boundaries are Hillside Boulevard on the south and west, Guadalupe Canyon Parkway on the north and west and both the Guadalupe Hills and Southeast Ridge planning areas on the east (Figure VI-1).

This planning area is almost entirely composed of County parklands and includes the peak of the Mountain, the radio towers, the Nike base, and assorted transmission line corridors. The terrain is characterized by steep, brush covered slopes with large expanses of exotic species in some parts (e.g. the eucalyptus grove along Guadalupe Canyon Parkway). Patches of grassland are located throughout the planning area, but they are largely being outcompeted by encroaching brush and exotics.

Existing developments in the Radio Ridge planning area include the radio towers, the Nike base (which is now used by the San Mateo Parks and Recreation Department), and new park trails. Recently a plan to construct receiver and transmitter/receiver sites has been proposed in the vicinity of the radio towers.

The Radio Ridge planning area contains habitat suitable to the Mission Blue, Callippe and San Bruno Elfin butterflies. Rare and endemic plants are also located in this brushland/grassland area. Therefore, the biological concerns with regard to Radio Ridge consist primarily of protecting this habitat from the encroachment of exotic plant species and damage resulting from human activity (i.e. vandalism, accidental fires, miscellaneous construction).

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

The habitat conservation approach to Radio Ridge is initially to leave the area untreated, and to monitor the expansion of exotics and human encroachment. After obtaining results in other areas on the Mountain, implementation of brush and exotic management may be appropriate, otherwise as little manipulation as possible is recommended.

Enhancement Overview for the Radio Ridge Planning Area: Enhancement of the Radio Ridge Planning Area will be attained primarily through the eradication or thinning of present exotics and the continued control of exotic invasion. Two major concerns at this time are the gorse which is starting to invade the roadcuts and the ridgetop, and the immense grove of eucalyptus at the entrance to the park (Management Unit 3-02-05).

As in the other Planning Areas, the enhancement process should occur in phases. The first phase (short term) will involve the initial eradication of gorse and eucalyptus seedlings while the second phase (long term) involves the continued control of exotic invasion and selective thinning of the eucalyptus grove for corridor enhancement. The long term may also include brush control if this action is warranted.

The first phase of enhancement activities for the Radio Ridge Planning Area should include the following:

- a. The eradication of gorse seedlings. The key to handling the gorse problem is to take early control of it and prevent the loss of large areas of existing habitat due to the spread of this plant. Therefore, in this phase of enhancement the gorse seedlings must be eliminated.
- b. Initiate a program to control the spread of the eucalyptus groves indicated in Figure VI-2 by removing the seedlings on the outer edge of each grove. This is particularly important for the grove at the entrance to the park because of its already large size and its vicinity to habitat and corridor areas.

The second phase, or long term, activities for this Planning Area should include:

- a. Continued removal of invading seedlings of both the eucalyptus and gorse in order to control their spread.
- b. Thinning of the eucalyptus grove, particularly the section of the grove which extends northeast around the bend of Guadalupe Canyon Parkway in order to open a corridor between the Saddle Planning Area and the rest of SBM.
- c. Monitoring the spread of brush; if it appears that sensitive habitat areas or corridors are to be affected by encroaching brush, control of its spread should be implemented.

4. Saddle

The Saddle Planning Area consists of the western half of the open space to the north of Guadalupe Canyon Parkway. It shares its eastern boundary with the Guadalupe Hills planning area while on the west and north it is bordered by residential sections of Daly City (Figure VI-1). It includes the State parklands, Reservoir Hill, the Brisbane School Site and the parcel called "47 Units". Reservoir Hill is considered to be in the Saddle planning area

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

because it is a part of the land mass northwest of Guadalupe Canyon Parkway which was formerly contiguous with the County park lands, and because the two areas are so biologically similar.

The Saddle Planning Area is made up of rolling hills which are marked by ORV damage and sites of illegal dumping. The area is primarily a disturbed grassland with many introduced species, including gorse, eucalyptus and other evergreen trees. There are some spots, however, which are well populated with native bunchgrass.

Development proposed for the Saddle includes residential units on Reservoir Hill, the Brisbane School Site, "47 Units" and park facilities on park lands. Existing development includes two water tanks on Reservoir Hill, the roads which lead up to Reservoir Hill, and one delapidated road within the State Park.

The Mission Blue colony on Reservoir Hill is the only colony of endangered butterfly in the Saddle (it contains 2% of the entire population) and may be extirpated by development. The remainder of this planning area does not provide much butterfly habitat for either Mission Blue or Callippe as it is primarily disturbed grassland and introduced woodland. Eradication or management of introduced species and re-introduction of the butterfly host plants are two of the biological tools proposed for this area, especially with regard to providing corridors of movement with other colonies so enhanced habitat in the Saddle Planning Area is open to colonization.

Since the Saddle contains such low grade butterfly habitat and is mostly disturbed, there exists the opportunity to try enhancement techniques and attempt to manipulate the environment to reclaim the unique ecology of the Mountain (i.e. chaining, burning, seeding, etc.). Therefore, the approach to the Saddle Planning Area is to proceed with proposed techniques of habitat enhancement in appropriate areas and accomplish some of the experimentation that is required.

Overview of Enhancement Activities for the Saddle Planning Area: Successful enhancement of the Saddle Planning Area hinges on the eradication of the exotics which have invaded the area. Two problem areas have been identified: the gorse on the main ridge of the park (Management Units 4-04-03 and 4-04-04) and the large grove of eucalyptus along Guadalupe Canyon Parkway (Unit 4-04-02). The evergreens which line the old road in the park are not marked for eradication because of their usefulness to the park; they may need to be thinned, however, and their spread into adjoining grassland should be controlled.

In order to lessen the burden of work demanded at one time and insure that particularly important areas receive thorough treatment, the enhancement measures should take place in phases. Phasing of eradication activities in some areas will also minimize the chances that erosion will occur. The first phase, to be achieved in the short term, will include the elimination of gorse and eucalyptus seedlings and the initiation of a complete eradication program to dispose of exotics in designated areas. The second phase involves more long term goals. Generally these goals are the completion of the above program by managing the spread of eucalyptus, and eliminating gorse to the extent that the native grassland is able to return and corridors between retained habitat areas are re-opened.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

PLAN OVERVIEW

For the short term (phase one) the activities recommended for enhancement are as follows:

- a. In Management Unit 4-04-02, an area not proposed for park development (e.g. trails), thinning of the large grove of eucalyptus trees indicated in Figure VI-2 should be started, with the first step being the elimination of seedlings on the periphery of the grove.
- b. In Management Unit 4-04-03, the area which comprises the main hiking/bicycle trail network, as many of the gorse and eucalyptus seedlings as possible should be eliminated (See Figure VI-2).
- c. In Management Unit 4-04-04, which is the area designated to contain the majority of the park facilities, the exotics (gorse especially) should be eradicated during construction activities (Figure VI-2). If the park facility is not going to be built for another year or two, this area could be used for immediate experimentation of eradication techniques. The eucalyptus seedlings along Guadalupe Canyon Parkway, across from the County Park and Guadalupe Valley West areas should also be thinned so that the area can eventually be opened up for corridor use.

Phase two will consist of the following activities which should help achieve the long term goals of exotic eradication. In all areas the long term goal is to not only remove the exotics but also to control re-infestation by continually eliminating the invading plants.

- a. The grove of trees in Management Unit 4-04-02 should eventually be thinned to the extent that it can be utilized as a corridor. It may be easiest to start a specific corridor area along the grove where it meets Crocker Avenue. If feasible, enhancement of the corridor with host plants may be one of the future activities.
- b. Once an efficient method of gorse eradication is established the large patches of gorse in Management Unit 4-04-03 should be eliminated and reclaimed as butterfly habitat. This area could provide the sites needed for reclamation experimentation.
- c. Once the gorse has been eradicated from Management Unit 4-04-04, host plants and native species should be re-introduced into the area, especially on sites denuded by removal of the exotics or grading. The grove of eucalyptus immediately adjacent to Guadalupe Canyon Parkway in this Unit should also be thinned to widen the area available as a corridor which will continue across Guadalupe Canyon Parkway into the County Park and Guadalupe Valley West Administrative Parcels.

Exhibit C - San Bruno Mountain Habitat Conservation Plan

REFERENCES

Exhibit C - San Bruno Mountain Habitat Conservation Plan**REFERENCES****LITERATURE CITED**

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Exhibit C - San Bruno Mountain Habitat Conservation Plan

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Exhibit C - San Bruno Mountain Habitat Conservation Plan**PERSONS AND ORGANIZATIONS CONSULTED**

A World Seed Service, Redwood City, California
 Association of Bay Area Governments, Berkeley, California Steve Goldman
 California native Plant Society, San Francisco Bay Chapter, San Francisco,
 California Phoebe Watts, plant sale coordinator
 Chevron Chemical Company, Ortho Division, Richmond, San Francisco and Fresno
 California
 City of Daly City Department of Community Development, Daly City, California
 Steve Noack, Assistant Planner
 Clyde Robin Seed Company, Incorporated, Castro Valley, California
 County of San Mateo Department of Public Works, Redwood City, California
 Bob Sands, Assistant Director Frank Stagner, Assistant Civil Engineer
 Beauford Willis, Equipment Supervisor
 East Bay Regional Botanic Garden, Berkeley, California Wayne Roderick,
 Director
 Environmental Seed Producers, Incorporated, El Monte, California
 Ironside and Associates, Meg Monroe
 Martin-Carpenter Associates, Oakland, California Malcom C. Carpenter
 Pacific Gas and Electric Company, Daly City, California James A. Wyatt,
 Industrial Power Engineer
 Papenfuss, Ted, Ph.D., U.C. Berkeley, Research Herpetologist
 Pecoff Brothers Nursery and Seed, Incorporated, Escondido, California
 Redwood City Seed Company, Redwood City, California Craig Dreman
 Royston, Hanamoto, Alley and Abey, Mill Valley, California Kem Shackelford
 San Joaquin County Department of Agriculture (Agricultural Commissioner),
 Tracy, California Dan Giesling, Senior Agricultural Inspector
 San Mateo County Department of Environmental Planning, Redwood City,
 California William Rosar, Planner
 San Mateo County Sheriff's Department, Redwood City, California Sergeant
 Dennis Bentley
 San Mateo County Department of Environmental Management, Parks and Recreation
 Division, Redwood City, California Ron Weaver, Ranger IV Bob Emert,
 Head Ranger Harry Dean, Jr., Landscape Architect
 Santa Barbara Botanic Garden, Santa Barbara, California Dara Emery
 Stanislaus County Department of Agriculture, Modesto, California Keith
 Mahan, Assistant Agricultural Commissioner
 Target Chemical Company, San Jose, California
 Theodore Payne Foundation, Sun Valley, California Mira Lighthart
 United States Department of Agriculture Soil Conservation Service, Lockeford,
 California
 United States Department of Agriculture Soil Conservation Service, Half Moon
 Bay, California Jim Kashiwagi
 University of California Department of Agronomy and Range Science, Davis,
 California Burgess L. Kay, Wildlands Seeding Specialist
 University of California Department of Botany, Davis, California Steven
 Radosevich, Ph.D.
 Woolworth's Lawn and Garden Center, Palo Alto, California
 Yerba Buena Nursery, Woodside, California Judith Lowry

EXHIBIT D - State Rules and Regulations

CALIFORNIA STATE PARK SYSTEM "RULES AND REGULATIONS" BRIEFED

For full text of the regulations, visit the California Code of Regulations, Title 14. Natural Resources, Division 3. Department of Parks and Recreation <https://govt.westlaw.com/>.

The Department of Parks and Recreation has established rules and regulations to protect park areas for the enjoyment of future generations as well as for the convenience and safety of the park visitors. To ensure your visit is a pleasant one, please observe the following:

NATURAL SCENERY, PLANTS AND ANIMAL LIFE are the principal attractions of most state parks. They are integral parts of the ecosystem and natural community. As such they are protected by Federal, State and Park laws. Disturbance or destruction of these resources is strictly forbidden.

LOADED FIREARMS AND HUNTING are not allowed in units of the State Parks System. Possession of loaded firearms or air rifles is prohibited. Exceptions are for hunting in recreation areas that have been designated by the State Park and Recreation Commission.

DEAD AND DOWN WOOD is part of the natural condition. Decayed vegetation forms humus and assists the growth of trees and other plants. For this reason the gathering of down wood is prohibited. Fuel is sold in the parks for your convenience. (When considered a hazard, down wood is removed by park personnel.)

FIRES are permitted only in facilities provided for this purpose. This is necessary to prevent disastrous fires. Portable stoves may be used in designated areas. It is the responsibility of every visitor to use extreme caution with any burning materials, including tobacco. All fireworks are prohibited.

ANIMALS, including cats, cannot be turned loose in park units. All animals, other than grazing animals, must be under immediate physical control. Dogs must be on a tended leash no more than 6 feet or confined in an enclosed vehicle, tent or pen. Unless posted to the contrary, dogs, other than those that assist the permanently disabled, are prohibited on trails, beaches, and wherever posted. Visitors with vicious, dangerous, noisy, or disturbing animals will be ejected from park units.

NOISE - ENGINE DRIVEN ELECTRIC GENERATORS which can disturb others, may be operated only between the hours 10:00 a.m. and 8:00 p.m. Loud disturbing noise is prohibited at all times, and is disturbing those asleep between 10:00 p.m. and 6:00 a.m.

ALL VEHICLE TRAVEL must be confined to designated roads or areas. The speed for all vehicles is 15 miles per hour in camp, picnic, utility or headquarters areas and areas of general assemblage. Parking is permitted only in designated areas. Blocking parking spaces is prohibited.

CAMPSITE USE must be paid for in advance. To hold a campsite, it must be reserved or occupied. To prevent encroachment on others the limits of each campsite may be regulated by the District Superintendent. Checkout time is 12:00 NOON. In order to provide for the greatest number of visitors possible the **CAMPING LIMIT** in any one campground is 30 days per calendar year.

REFUSE, including garbage, cigarettes, paper boxes, bottles, ashes and other rubbish, shall be placed only in designated receptacles. Your pleasure and pride in your parks will be enhanced when they are kept clean.

Exhibit E - Departmental Notice 90-5-Special Event Permit

State of California - The Resources Agency CALIFORNIA STATE PARKS		MANUAL
DEPARTMENTAL NOTICE		Operations
SUBJECT		CHAPTER
SPECIAL EVENTS PERMITS		1400, Field Operations
ISSUED	EXPIRES	REFERENCE
February 21, 1990	When Incorporated	DOM 1721 et seq.

DPR 375 (Rev. 11/97)(Word, 12/3/97)

WHEN APPLICABLE, ENTER THE NUMBER AND DATE OF THIS DEPARTMENTAL NOTICE IN THE MARGIN OF THE MANUAL PAGE, ADJACENT TO THE SECTION(S) AFFECTED BY IT.

This Departmental Notice has been re-created for transmittal in electronic format. The original notice was signed by Jack V. Harrison, Chief Deputy Director for Operations.

Effective immediately, Section 1721 et seq. is deleted from DOM Chapter 1700, Concessions, and the following is added to DOM Chapter 14, Field Operations.

SPECIAL EVENT PERMITS

Special event permits allow short term use of Department lands or facilities for such purposes as sporting events, historical pageants, fiestas, musical concerts, weddings, receptions, banquets, or similar types of activities. They should be viewed as a way to promote the Department, encourage public uses consistent with our mission, create and improve community and other constituency ties, and encourage new users to parks, thus increasing attendance and revenue. Special events held in units of the State Park System should be compatible and in keeping with the classification of the specific park unit.

A special event permit is required if any of the following exists:

1. The activity is significantly different from general park use;
2. Participants are charged additional fees beyond regular facility use fees;
3. There is a greater potential hazard or liability to the State than is incurred through typical daily park activities;
4. The event requires exclusive use of an area within the park;
5. The event interferes significantly with the public's use of an areas (this type of event should not occur during peak season or result in the entire closure of a unit to the public);
6. There is a need for additional staffing;
7. The activity has a significant impact on the resources;
8. The event involves the sale of items or services.

APPLICATION PROCEDURES

Exhibit E - Departmental Notice 90-5-Special Event Permit

For simple events such as small fishing tournaments with no participant fees, weddings, outside agency or group picnics with special circumstances, or educational programs offered by outside groups (such as Wilderness Institute, colleges, or universities, etc.), the permittee must file a DPR 246, Special Event Permit (Sample A).

The permittee must also file a DPR 246A, Special Event Permit Supplement (Sample B), for events which:

1. Involve the sale or use of alcoholic beverages;
2. Require liability insurance;
3. Charge participant fees beyond regular day use fees;
4. Involve the sale of items or services; or
5. Have special conditions or requirements.

Special event permits will normally be approved by the District Superintendent (or designee). Events which involve the sale of alcoholic beverages for four days or less must be approved by the Regional Director. For events which involve the sale of alcoholic beverages for more than four days, the Regional Director, State Park and Recreation Commission, and Director must approve the permit. Events of a hazardous nature also require the approval of the Regional Director and the Department of General Services.

Once the permit is approved, the District Superintendent or his/her representative should schedule a walk through of the proposed use site with the permittee in advance of the event, and discuss both the permit and special event terms and conditions to prevent conflicts or misunderstandings.

Below are specific permit processing instructions for different types of events. If the permit is disapproved at any point in a process, the unit responsible for that action will notify the Regional Office or District Superintendent as appropriate. If a special even permit is denied, the applicant has ten days to appeal the decision through Department channels to the Chief Deputy Director for Operations.

PERMITS INVOLVING SALE OF ALCOHOL BEVERAGES

In all cases involving the sale of alcoholic beverages, the permittee must obtain a license to sell alcoholic beverages from State Department of Alcoholic Beverage Control (ABC) before the scheduled event (see Sample C for ABC application information). The permittee must allow sufficient lead time for both the Department and ABC procedures to be completed.

PROCESS FOR ALCOHOLIC BEVERAGE SALES OF 4 DAYS OR LESS

Responsibility

Action

Exhibit E - Departmental Notice 90-5-Special Event Permit

- | | | |
|-------------------------|----|--|
| Permittee | 1. | Completes DPR 246 and 246A. Submits an original and two copies of forms, all with original signatures, and permit filing fee to District. |
| District Superintendent | 2. | Reviews forms. Completes reverse of DPR 246A and "Reviewed/Recommended By" section (signs all copies) on DPR 246. Sends all copies to region at least 21 days in advance of event. |
| Regional Director | 3. | Reviews, forms and completes "Approval" section (signs all copies) on DPR 246. Returns all copies to District. |
| District Superintendent | 4. | At least 17 days prior to commencing sales, posts Notice of Intent to Sell Alcohol Beverages at event site, which includes date, time, and location for receiving public comments. Hearing should take place on the 7th day after posting.

If a protest is received and Department decides to proceed with event, protestor has 10 days to appeal decision through channels to Chief Deputy Director for Operations. These contacts are made through the Regional Office. |
| | 5. | Requests proof of ABC license, DPR 169A, Certificate of Insurance for Concession Contracts/ Special Events (Sample D), if required, and payment of fees from permittee. |
| Permittee | 6. | Submits proof of ABC license, any required documents and fees to District. |
| District Superintendent | 7. | Sends original forms to permittee, copy with supporting documents to Region, and retains copy. Conducts walk through with permittee before event. |
| Permittee | 8. | Holds event. |

PROCESS FOR ALCOHOLIC BEVERAGE SALES OF MORE THAN 4 DAYS

Responsibility

Action

Exhibit E - Departmental Notice 90-5-Special Event Permit

- | | | |
|--------------------------|----|---|
| Permittee | 1. | Completes DPR 246 and 246A. Submits an original and two copies of forms , all with original signatures, and permit filing fee to the District. |
| District Superintendent | 2. | Reviews forms. Completes reverse of DPR 246A and "Reviewed/Recommended By" section (signs all copies) on DPR 246. Sends all copies to Region. |
| Regional Director | 3. | Reviews forms and completes "Approval" section (signs all copies). Returns all copies to District. |
| District Superintendent | 4. | Prepares letter to State Park and Recreation Commission and drafts of the Notice of Hearing, State Park and Recreation Commission Resolution, and background statement (Samples E, F, G, and H). Sends with all copies of forms to Office of Field Services at least 90 days in advance of event. |
| Office of Field Services | 5. | Coordinates Commission action and sends Notice of Hearing to District Superintendent for posting at District Office and site. Once Commission passes resolution, obtains Director's signature on all copies of form. Returns all copies to District. |
| District Superintendent | 6. | Requests Proof of ABC License, DPR 169A, Certificate of Insurance for Concession Contracts/Special Events, if required, and payment of fees from permittee. |
| Permittee | 7. | Submits proof of ABC license, any required documents and fees to District. |
| District Superintendent | 8. | Sends original DPR 246 and 246A to permittee, copy with supporting documents to Region, and retains a copy. Conducts walk through with permittee before event. |
| Permittee | 9. | Holds event. |

The policy for sale of alcoholic beverages at special events in units of the Off Highway Motor Vehicle Recreation Division (OHMVR) requires different procedures established by the California Off-Highway Motor Vehicle Recreation Commission. See Sample I, OHMVR Commission Policy Number 6, for guidelines.

PERMITS FOR HAZARDOUS EVENTS

For special events of a hazardous nature (e.g., OHV event, boat races, moto-cross races, fireworks shows, etc.) the permittee must carry liability insurance for a minimum amount of \$500,000 Combined Single Limit, or \$100,000 Combined Single Limit, depending on the

Exhibit E - Departmental Notice 90-5-Special Event Permit

type of activity. District Superintendents should consider "hazard to general public" when determining if an event is "hazardous" as opposed to "hazard to participant" (e.g., moto-cross races with large number of spectators).

Since all special event permits for hazardous events must be approved by both the Regional Director and the Department of General Services, the permittee must allow sufficient lead time for processing to be completed.

PROCESS FOR PERMITS FOR HAZARDOUS EVENTS

<u>Responsibility</u>	<u>Action</u>
Permittee	1. Completes DPR 246 and 246A. Submits an original and <u>three</u> copies of forms, all with original signatures, and permit filing fee to District.
District Superintendent	2. Reviews forms. Completes reverse of DPR 246A and "Reviewed/Recommended By" section (signs all copies) on DPR 246. Contacts Regional Director for conceptual approval.
	3. 60 days in advance of the event, obtains DPR 169A, Certificate of Insurance for Concession Contracts/Special Events, from permittee, and prepares original and one copy of STD. 15, Contract Transmittal (Sample J). Sends all copies of DPR 246, 246A, 169A, and STD 15 to Region.
Regional Director	4. Reviews forms and attached documents for compliance with State contract rules and regulations. Completes "Approval" section (signs all copies) on DPR 246. Forwards package to Department of General Services for their approval. When approved, notifies District. Sends original and one copy of forms to District, copy to Central Records, and retains one copy for Region files.
District Superintendent	5. Requests payment of fees from permittee.
Permittee	6. Submits any required fees to District Superintendent.
District Superintendent	7. Sends original forms to permittee, retains copy. Conducts walk through with permittee before event.
Permittee	8. Holds event.

ALL OTHER PERMITS

<u>Responsibility</u>	<u>Action</u>
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Exhibit E - Departmental Notice 90-5-Special Event Permit

- | | | |
|-------------------------|----|--|
| Permittee | 1. | Completes DPR 246 (and 246A if required). Submits an original and two copies of forms, all with original signatures, and permit filing fee to District. |
| District Superintendent | 2. | Reviews form(s). Completes reverse of DPR 246A if submitted, and "Approval" section (signs all copies) on DPR 246. Requests DPR 169A, Certificate of Insurance for Concession Contracts/Special Events, if required, and payment of fees from permittee. |
| Permittee | 3. | Submits required documents and fees to District. |
| District Superintendent | 4. | Sends original to permittee, and retains copy. Conducts walk through with permittee before event. |
| Permittee | 5. | Holds event. |

FEES

Fees due to the State related to a special event permit should be collected in advance of the event except when the permittee is required to pay a percentage of the gross profits after the event. If the permittee is unable to make advance payment to the State, the permittee may be required to post a performance bond guaranteeing payment to the State upon default.

Fees may be waived by the District Superintendent for Department co-sponsored or cooperative association sponsored events.

FILING FEE

A special event permit filing fee of \$25 will be charged to the permittee. If the permit is filed less than 30 days prior to the event, this fee may be increased up to \$100.

ACTIVITY FEE

Special event permit activity fees (in addition to normal park fees) will be determined by the District Superintendent based on costs incurred by the State and consideration of prevailing fees for comparable facilities in the locality. If there are any special requests or requirements (extra portable sanitary facilities, additional patrol, etc.) which involve use of State personnel, the permittee will be charged an amount according to the number of hours and classifications involved using the SAM billing rate formula in SAM Section 8140. In no case shall the fee charged be less than operational costs.

For commercial events, activity fees may vary according to the circumstances. A commercial event is defined as any event where a participant fees are charged in addition to regular state park facility use fees, or the sponsoring organization has paid employees on staff and is a profit organization, or a nonprofit group is sponsoring a fundraiser for non-park purposes.

Activity fees for special events shall be based on the following:

1. The extent of area used;

Exhibit E - Departmental Notice 90-5-Special Event Permit

2. The size and scope of the event;
3. The impact on resources and facilities;
4. Consideration of prevailing fees for comparable facilities in the locality;
5. The amount of permittee's equipment to be placed in the park;
6. The number of permittee's employees and vehicles using the park;
7. The worth of the park facilities to the permittee;
8. The amount of profit permittee expects to make from retail sales at the event;
9. The cost of services provided by the Department (if this includes use of State personnel, use SAM billing rate to calculate charges);
10. Any other considerations as appropriate.

The District Superintendent will charge the permittee a percentage of the gross profit from 10-25% for events designed to generate revenue with a profit-making incentive. Fees charged will be dependent upon the category of the event listed below:

1. Department or co-sponsored - Department absorbs cost.
2. Charitable nonprofit - Department recoups operating costs.
3. Nonprofit (non-charitable) - Sliding scale 10-25% of gross profit.
4. Commercial - Sliding scale charging between 10-25% of gross profits evaluated on a case-by-case basis considering factors listed above.

Fees may be waived for nonprofit events that are compatible with and contribute to the Department's community involvement goals.

DAMAGE DEPOSIT

The District Superintendent may charge the permittee a damage deposit in an amount at his/her discretion based on the activity and probability of occurrence. Costs for damage repair and any fines penalties for noncompliance with permit conditions will be deducted from this deposit. The District Superintendent (or designee) may authorize refund of all or a portion of the damage deposit.

REPORTING PROCEDURES

Any fees collected in connection with the permits are reported on a Report of Collections, DPR 197, with the source properly identified. The DPR 197 is sent directly to the Accounting Section's Cashiering Unit accompanied by either the remittance itself or a Report of Deposit (STD. 442 or 443).

Exhibit E - Departmental Notice 90-5-Special Event Permit

PERMIT TERMINATION

The District Superintendent or authorized representative may terminate any permittee's activity when it is necessary for the safety and enjoyment of the public, for the protection of the park resources, or for violations of the permit or of any rules and regulation of the Department. In the event of an emergency or unforeseen disaster, the special event permit may be cancelled without prior notice.

Since the DPR 246 and 246A have been revised to accommodate the above procedures, copies of the new forms should be ordered from the Departmental Warehouse and existing supplies recycled.

LEGISLATIVE PROTOCOL PROCEDURE

This special event legislative protocol procedure is intended to provide clear and consistent direction to field and headquarters personnel for selected special events where it is desirable to have elected officials in attendance.

A. Event Planning

1. Contact Legislative Office - If legislators are to be invited, consult with the Legislative Office for names of local legislators, key committee members, and/or consultants who should be invited.
2. Send Written Invitation - Send invitations with adequate lead time. Consult with legislators' district offices after coordinating with the Legislative Office to avoid conflict with major legislative hearings, and check local officials' calendars before setting date, if possible. Invitations should be sent whether or not you expect the official to be able to attend.

B. Public Information

1. Involve Public Relations Office - Inform the Office of Public Relations as early in the planning as possible for assistance with promotion and publicity. This will allow the Office of Public Relations to list the event in the quarterly Special Events Calendar, write the feature articles for News and Views and/or other publications, and assist with press releases and media contacts.

C. Prior to the Event

1. Determine Speakers - Decide whether the elected officials are to talk. Usually if one talks, you must let all talk.
2. Coordinate for Special Needs - As practical, keep in contact with elected officials' staff members for any special needs (i.e., timing, transport, parking) that may be needed.

Exhibit E - Departmental Notice 90-5-Special Event Permit

3. Provide Written Guidance - Provide a letter well in advance of the event, including details such as time, location, directions, and/or a map, where to park, the expected role for the elected officials, and event schedule, the name of the contact person at the special event, and how they are to find the contact person arriving at the event.
4. Confirm Attendance - As practical, call a few days ahead of the event and confirm attendance. Discuss any last minute details.

D. Day of the Event

1. Contact Person - Have a DPR employee assigned to meet elected officials. This should be the contact person previously named. If possible, this person should not be assigned other duties which could interfere with being available to assist the elected officials.
2. Contact Station - Be sure that the contact station operator is briefed and has a list of those who are to be provided free entrance to the event. The contact station operator (if applicable) can guide the legislators and officials to the contact person.
3. Refresh Roles - Upon meeting the elected officials, the contact person should brief them on the status of the event, refresh understandings of their roles in the event, provide name tags, and take care of any special needs.

E. Event Follow-up

1. Write thank you letters and also invite the elected officials to come and visit the parks in the area later.

If you have any questions regarding special event permits, contact Janelle Miller at (916) 322-7383/ATSS 492-7383, or Carl Maier at (916) 455-7090/ATSS 485-7090.

original signed by

Jack V. Harrison
Chief Deputy Director
for Operations

Attachments (DPR 246, DPR 246A, STD. 15, not part of this document)

State of California

DEPARTMENT OF PARKS AND RECREATION

California Natural Resources Agency

RIGHT OF ENTRY PERMIT REQUEST

All Application Information Must be Complete

Submit this application along with:

- 1) Evidence of Project Environmental Compliance
- 2) Two Hard Copy Sets, One electronic
- 3) **\$50.00** Non-refundable Permit Fee
- 4) **\$1,400.00** Non-refundable permit review cost reimbursement
- 5) A site safety plan

FOR DPR USE
Permit No.
Division
Milepost
Parcels

Mail to:

CA State Parks

Address

Section A – Applicant/Authorized Agent Engineer

- 1. Name of Applicant or Organization
- 2. Email Address
- 3. Address of Applicant or Organization
- 4. Phone/Fax Number
- 5. Name of Authorized Agent/Engineer
- 6. Address of Authorized Agent/Engineer
- 7. Phone Number/Fax Number

Section B – Description of Proposed Right of Entry

Section _____ Township _____ Range _____ Meridian _____

City _____ County _____

Project Street Locations:

Description of proposed Right of Entry Request (Attach More Pages If Needed)

Permit Start Date: _____ Permit End Date: _____

State Parks Site Monitoring / Mitigation End Date: _____

Section C – Land Rights/Project Information

Describe any land rights held by applicant in the area of proposed Right of Entry:

Describe Project Requirements (Additional Cost Reimbursements shown will be due prior to permit issuance):

Does the project include any Ground Disturbance?

- None
- Hand excavation (Additional \$1,800)
- Mechanical Excavation (Additional \$5,400)

What type of Project Environmental Document is required?

- Exempt/de Minimis
- Negative Dec/IS/MND (Additional \$7,200)
- EIR (Additional \$14,400)

Regulatory Permits required? If so, please list all that apply

Anticipated Level of Impact to Park Operation / Use?

- None
- Low to Medium Impacts / Partial Closures / Low-Use areas (Additional \$1,800)
- High Impacts / Full Closures / High-Use Areas (Additional \$4,500)

Additional Project Management and oversight:

Additional Cost Reimbursement may apply based on the estimated staff time necessary for project oversight, resource monitoring, operational adjustments, public safety, loss of attendance and any other anticipated costs incurred as a result of permitted project. All cost reimbursements shall be determined during permit review and due prior to execution of the Right of Entry Permit.

Attachments:

Engineered Drawings:

Other Attachments/Comments:

EXHIBIT F-Right of Entry Permit Template

I, the undersigned applicant, understand that by submitting this application, I am responsible for payment to the State costs for review of plans for construction, inspection costs of the permitted activities, regardless of whether the permit is issued or the work under the Right of Entry permit is complete. Applicant agrees to comply with all regulatory codes and compliances.

Signature of Applicant or Organization Representative

Print or Type Name

Date

Project Cost Reimbursement Due to Right of Entry Permits

Project Review Costs (prior to execution of permit):

Review of Potential Impacts from Ground Disturbance

- No
- Hand Excavation (add \$1,800)
- Mechanical Excavation (Add \$5,400)

\$
\$

Review of Environmental Documents, Compliance and Potential Impacts to Resources

- Exempt / DeMinimus
- Initial Study, Neg. Dec. or Mitigated Neg. Dec. (add \$7,200)
- EIR (add \$14,400)

\$
\$

Review and Planning for Impacts to Park Operations

- No Impact
- Medium Impact (minimal traffic, partial closure - add \$1,800)
- High (Substantial Traffic, Full Closure - add \$4,500)

\$
\$

Project Management and Oversight Costs (during execution of permit):

Estimated Project Duration (52 weeks max):

Estimated Project Monitoring (Resources, Facilities, Public Safety, etc.)

staff x hours per week x weeks (from above) x \$75/hr= \$

Temporary Loss of Park Attendance / Revenue

Calculated from actual estimated attendance fee losses due to closures

\$

Other Anticipated Project Reimbursement Costs

Actual costs not included above such as other Agency review fees paid by DPR (Recording Fees, etc.)

\$

\$

EXHIBIT G – State Specifications for application of Right of Entry Permits

BOUNDARY VEGETATION MODIFICATION RIGHT OF ENTRY PERMIT INSTRUCTIONS **PROPER USE OF THE BOUNDARY VEGETATION MODIFICATION RIGHT OF ENTRY PERMIT**

The Boundary Vegetation Modification Right of Entry (BVMROE) Permit is modified from the standard Right of Entry Permit of 2010. The BVMROE Permit is solely intended to be used to give another party who shares a common boundary with department managed lands permission to temporarily use State Park land for a year or less. It is intended to be a personal right, revocable by the department, and unassignable or transferable by the permittee. It does not create an interest in the real property and may be signed by the District Superintendent. The BVMROE Permit is used only when the permittee wishes to modify department vegetation along a park boundary in order to mitigate a potential natural hazard that threatens the permittee.

There are a few guidelines that need to be adhered to in using this form:

1. Execution of a BVMROE Permit is a project under CEQA. The Permittee shall provide a written description of the project for review. The Department shall then complete the Project Evaluation Form (PEF) and make a determination of any further mitigation requirements regarding the project.
2. BVMROE's shall be used for real property needs under one year in duration.
3. In some cases, a legal description prepared by a land surveyor may be required to determine the ownership of a tree or the location of a property boundary. In most cases an attached map or written description of the project location may be adequate.
4. Do not modify the language in the paragraphs except where indicated. If additional modifications are needed, you may modify or strikethrough language as appropriate for each Permit in consultation with a land agent.
5. If you have questions have your final draft reviewed by a land agent prior to the District's execution.
6. **Always send a copy of the final, executed BVMROE to the Acquisition and Real Property Services Division.**

Use Field Codes to Prepare This Permit

These documents contain Field Codes for moving to specific areas of the document where additional information is to be inserted or optional language to be reviewed. **To turn the Field Codes on, go to Tools, Options, View, and under the Show section check the Field Codes box.** When the codes are showing in the document they appear as special brackets highlighted in black. Using the **F11** key will allow you to move throughout the document to the brackets to insert text. Shift+F11 will move to the previous field code. Once you start typing in highlighted brackets, the brackets will disappear. Some of the brackets have text inside which is meant to assist in defining the information required.

Additional Comments

Field codes are used throughout this document for you to complete the sentence or to bring optional language to your attention; if the language supplied is not applicable to your Permit, it should be tailored to meet your needs or struck as applicable.

When saving the document, use the File, Save As command and delete the first 3 instruction pages from the actual prepared BVMROE Permit. (The page numbers will be incorrect unless you delete these pages.)

If a longer term instrument is needed, such as a lease or an easement, please make a request for land agent assistance at: <http://rps.team.parks.ca.gov>. Leases and easements create a 3rd party interest in the real property. Because they are not easily terminable, they should be not be entered into lightly.

BOUNDARY TREE HAZARDS

A BVMROE Permit for removal of a potentially hazardous tree along the property boundary may not be necessary for many situations. The following chart will clarify when a BVMROE Permit is required and financial responsibility for the Permit administration and the actual work:

Tree Ownership ¹	Risk level ²	Site Access	BVMROE required	Permit Cost	Tree work Cost
Sole ownership Neighbor	N/A	Via neighbor	No	NA	Neighbor
Sole ownership Neighbor	N/A	Via DPR	Yes	Permittee	Permittee
Sole ownership DPR	DPR = high ³	any access	No	NA	DPR
Sole ownership DPR	DPR ≠ high ⁴	any access	Yes	Permittee	Permittee
Joint ownership	DPR = high ³	any access	Yes	Shared	Shared
Joint ownership	DPR ≠ high ⁴	any access	Yes	Permittee	Permittee

1. If the park unit property boundary does not intersect any part of the tree trunk where the trunk contacts the ground, the tree is entirely owned by either DPR or the neighbor(s). If the property boundary intersects any part of the tree trunk where the trunk contacts the ground, the tree is jointly owned. Work on jointly owned trees requires the prior consent of all tree owners. If the property boundary location cannot be determined or agreed to by all parties, a boundary survey shall be conducted before any Permit is granted or tree work begins.
2. A certified DPR Tree Hazard Inspector shall evaluate/rank the risk and document their findings in the manner described in the Department's Tree Hazard Handbook. For the purposes of this Permit only trees that are 6 inches or greater in trunk diameter measured at 4.5 feet above ground level will be evaluated.
3. DPR inspector ranks the tree as a "high" risk.
4. DPR inspector ranks the tree as a "medium", "low", or "insignificant" risk. If the neighbor chooses to hire an arboricultural expert to conduct an independent evaluation of a tree wholly or jointly owned by the department, the department may grant access to the property for the purposes of making such an evaluation. If, on the written advice of said expert, the neighbor wishes to mitigate the hazard, the neighbor shall complete this Permit application. The Department will evaluate said expert's opinion, but reserves the right to reject the Permit application.

Permit Fees

- A fee may be assessed to cover the cost of 1) on-site visit to analyze risk, evaluate sensitive resources (if any), and design the project; 2) Project Evaluation Form preparation and review; 3) preparation of CEQA documents if necessary; and 4) monitoring during and after treatment.
- Districts may not charge more than their actual costs. Permit fees are not revenue and therefore may be retained at the District. Please keep accurate records of your costs.

FLAMMABLE VEGETATION MODIFICATION

Applications for the removal of flammable vegetation will not be considered and will be returned to the applicant if:

- The applicant does not include a description of the defensible space mitigations that the applicant will maintain on their property.
- The setback between the habitable structure and the property boundary exceeds department defensible space standards for the specific vegetation type.
- The proposal will increase the amount of vegetation modifications to park property for the purpose of facilitating modifications to the permittee's habitable structure.

Permit Fees

- A fee may be assessed to cover the cost of: 1) on-site visit to analyze risk, evaluate sensitive resources (if any), and design the project; 2) Project Evaluation Form preparation and review; 3) preparation of CEQA documents if necessary; and 4) monitoring during and after treatment.
- Districts may not charge more than their actual costs. Permit fees are not revenue and therefore may be retained at the District. Please keep accurate records of your costs.

The permittee is responsible for all costs associated with the cutting and removal of flammable DPR vegetation from DPR property.

A BVMROE permit for flammable vegetation may be written for an individual, several property owners, a business, or a homeowners association that administratively represents more than one common boundary neighbor. If a permit is written for more than one property owner, all of the Assessors Parcel Numbers that the Permittee represents must be included in the Permit documentation in Exhibit A.

Generic Specifications for modification of boundary flammable vegetation are available at Department INTRANET / Program Areas / Fire Management. Insert the text that is appropriate for the local vegetation type into Exhibit B of this BVMROE.

**PROPERTY BOUNDARY
VEGETATION MODIFICATION
RIGHT OF ENTRY PERMIT**

Agency: Department of Parks and Recreation
Project: **Error! Bookmark not defined.**
Error! Bookmark not defined.

HAZARD TREE MITIGATION

FLAMMABLE VEGETATION REMOVAL

This Boundary Vegetation Modification Right of Entry Permit (Permit) is made and entered into this **Error! Bookmark not defined.** day of **Error! Bookmark not defined.**, **Error! Bookmark not defined.**, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and **Error! Bookmark not defined.**, pick one: an individual, a non-profit public benefit corporation, LLC, sole proprietorship, a corporation, etc. hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, operates and maintains the park unit known as **Error! Bookmark not defined.**, in the County of **Error! Bookmark not defined.**, State of California; and
- **Whereas**, Permittee has applied to State for permission to access **Error! Bookmark not defined.** for purposes of carrying out Permittee's **Error! Bookmark not defined.** project of vegetation modification; and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter **Error! Bookmark not defined.** for purposes of the Project, as provided herein, on the land described in Exhibit "A", and to the extent, such Project may be ultimately described, permitted, approved and conditioned by the written description in Exhibit "B", both Exhibits attached hereto and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands described on Exhibit "A" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of modifying vegetation in order to mitigate a natural hazard, the limits of which are described in Exhibit "B".(Work Specifications)
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Work Specifications, and requirements and mitigations contained in all regulatory permits.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

3. **Term of Permit:** This Permit shall only be for the period beginning on **Error! Bookmark not defined.**, and ending on 6/24/2021.
4. **Consideration:** Permittee agrees to pay State the sum of **Error! Bookmark not defined.** and No/100 Dollars (\$) as consideration for the rights granted by this Permit. Payment is due upon execution of this Permit.

5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

A. Private Party/Non-commercial Permittees

Permittee shall maintain personal auto insurance with limits of not less than \$100,000 bodily injury per person, \$300,000 bodily injury per accident, and \$50,000 property damage per accident.

Permittee shall maintain comprehensive personal liability with limits of not less than \$300,000 each occurrence.

B. Commercial Permittees or Contractors Hired by Private Party/Non-commercial Permittees

Permittee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle, including all owned, hired, and non-owned motor vehicles.

Permittee shall maintain statutory Workers' Compensation and employer's liability insurance coverage in the amount of \$1,000,000/employee/disease/each accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation in favor of State. If the Permittee has no employees and/or the owner(s) have elected not to be covered by Workers' Compensation, Permittee shall provide State with a written confirmation that Permittee is not required to be, and/or has elected not to be, covered by Workers' Compensation.

Permittee shall procure commercial general liability insurance at least as broad as the most commonly available ISO policy form CG 0001 covering premises operations, products/completed operations, personal/advertising injury and contractual liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Permittee limits of liability

Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to State; (b) be maintained at Permittee's sole expense; and (c) require at least thirty (30) days written notice to State prior to any cancellation, non-renewal or material modification of insurance coverage.

Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All Insurance companies issuing such policies shall be licensed to do business in the State of California.

Said motor vehicle liability and commercial general liability policies shall contain an endorsement naming the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION as an additional insured at no cost to State.

Permittee shall provide to State evidence that the insurance required to be carried by this Permit, including any endorsement affecting the additional insured status and waiver of subrogation, is in full force and effect and that premiums therefore have been paid. Such evidence shall, at State's discretion, be in either the form of an ACORD Form (Certificate of Insurance) or DPR Form 169A (Certificate of Insurance for Concession Contracts/Special Events), or a certified copy of the original policy, including all endorsements.

Permittee is responsible for any deductible or self-insured retention contained within the insurance program.

Should Permittee fail to keep the specified insurance in effect at all times, Permittee shall be considered to be in default of this Permit, and State may, in addition to any other remedies it has, terminate this Permit.

Permittee shall provide State with a copy of its insurance describing the required limits. If the Private Party/Non-commercial Permittee hires a contractor, the permittee shall provide the state with a copy of said contractor's insurance describing the required limits.

Any insurance required to be carried shall be primary and not excess to any other insurance carried by State.

Coverage shall be in force for the complete term of this Permit, including any extension thereof, and for all work being done for which this Permit is required.

- 9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State in Exhibit A.
- 11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of **Error! Bookmark not defined.** named below. At least **Error! Bookmark not defined.** forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least **Error! Bookmark not defined.** forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:
 Contact:, District Superintendent
 District: **Error! Bookmark not defined.**
 Address:

 Telephone:
 Fax:

PERMITTEE'S CONTACT:
 Contact:

 Address:

 Telephone:
 Fax:

- 12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
- 13. **Public Safety:** Permittee shall take, and shall cause its hired contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
- 14. **Compliance with Monitoring and Mitigation Measures:** Resource monitoring and mitigation measures identified by **Error! Bookmark not defined.** shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, until after a State-qualified archaeologist has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

- 15. Restoration of Property:** If so directed by the State, Permittee shall complete the restoration and repair of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) month after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.

Error! Bookmark not defined.

- 16. Performance Bond:** If required by State in order to ensure that Permittee performs and completes its obligations in accordance with the terms of the Permit, Permittee shall obtain a Performance Bond in the amount of _____ from a surety duly licensed in the State of California. Permittee shall provide State with a copy of such insurance bond.
- 17. Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the Property.
- 18. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee or contractors only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 19. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

- 20. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property.
- (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
- (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in Work Specifications (Exhibit B) and herein permitted or subsequently approved in writing by the District Superintendent.
- (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property.
- (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.

21. Default: In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:

- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
- (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

22. State's Right to Cure Permittee's Default: At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.

23. Revocation of Permit: The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and

equitable remedies. All Permit fees shall be refunded if the Permit is revoked by the State for reasons other than default by Permittee.

- 24. Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
- 25. Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
- 26. Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
- 27. Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
- 28. Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
- 29. Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
- 30. Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA
Department of Parks and Recreation

ERROR! BOOKMARK NOT DEFINED.

By: _____
Name:
Title: District Superintendent
Error! Bookmark not defined.

By: _____
Name:
Title:
Address:
Permittee's Assessors Parcel Number(s):

Phone:
Fax:

EXHIBIT H - Annual Revenue and Expenditure Report

Operating Agreements

Park Unit _____

Operating Agency _____

State's Fiscal Year _____ to _____

Estimated Total Visitors _____

	Gross Revenue	Expenditures	Balance
Visitor Entrance or Use Fees			
Parking Fees			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Concession _____ Gross Sales \$ _____			
Special Events			
Miscellaneous Revenue			
Total Annual Revenue			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
Total Annual Expense			
Grand Totals			

Preparer Name _____ Date _____

Phone Number _____

EXHIBIT I

LICENSE/PERMISSION FOR USE OF TRADEMARKS

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

REQUESTER NAME

San Mateo County

hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Mark(s)"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:

California State Parks logo USPTO Reg. No. 2437051

See Attachment 1" for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use, reproduce, duplicate and distribute the Marks pursuant to the terms and conditions of this license for a term of 15 years from the date of execution by both parties but not to exceed the duration of the operating agreement between the Department and Licensee. This License is intended to run concurrently with the operating agreement and shall automatically terminate upon early termination of said agreement. Licensee shall own all right, title and interest in and to the new works created; provided, however, that the Department shall retain all right, title and interest in and to the Marks provided hereunder.

This license shall authorize the use of the Marks and associated goodwill, in connection with the following only:

Operating Agreement #P21OA002

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable (except as described above). This is not an exclusive privilege to the user, and the Department reserves the right to make the Marks available to others.

One copy of any published work or product using the Marks pursuant to this grant of license must be provided to the Department at no cost to the Department unless agreed otherwise in writing. Licensee shall not modify or alter the Marks in any way without prior written approval from the Department.

All uses of the Trade Mark must be accompanied by the trademark symbol TM until such time that Licensee is notified by the Department that the federal registration symbol (®) should be used. All uses of the California State Parks logo must be accompanied by the trademark symbol ®.

IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Marks by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this Agreement, all expenses as follows:

No additional charge.Goodwill and Quality Control

A. Licensee recognizes the great value and goodwill associated with the Marks and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Marks have acquired a secondary meaning among the public.

Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Marks or to the Department.

B. The Department shall have the right to approve the quality of any reproduction of the Marks on any materials, as well as the associational use or co-joining of the Marks with any event, cause, or third party. The Department shall not unreasonably withhold such approval.

C. Licensee agrees to inspect and approve its own sponsored uses of the Mark(s) to ensure quality and content of materials, consistent with the good will represented by the Mark(s).

Third Party Infringement

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Marks by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.

AGREED AND ACCEPTED

State of California Department of Parks and Recreation		LICENSEE San Mateo County	
BY ▷	DATE	BY ▷	DATE
PRINTED NAME OF PERSON SIGNING Armando Quintero		PRINTED NAME AND TITLE OF PERSON SIGNING Nicholas J. Calderon	
TITLE Director	DISTRICT/SECTION California State Parks	ADDRESS 455 County Center, 4th Floor, Redwood, CA 94063	
PHONE NO. 916 651-1153	EMAIL	PHONE NO.	EMAIL ncalderon@smcgov.org

Exhibit I

LICENSE/PERMISSION FOR USE OF TRADEMARKSState of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges the Department's exclusive right, titles and interest in and to the Marks. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. Licensee's use of the Marks shall inure to the benefit of the Department. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Marks, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.

All rights not specifically transferred by this License are reserved to the Department.

Termination

A. The Department shall have the right to terminate the License without cause upon sixty (60) days notice, whereupon all rights granted herein shall revert immediately to the Department.

B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Marks and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Marks in accordance with the Department's instructions.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the operating agreement, and Exhibit I, Attachment 1 attached hereto constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to the Department shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Partnerships Office, PO Box 942896, Sacramento, CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. The Department and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

AGREED AND ACCEPTED

LICENSOR'S INITIALS ▷	DATE	LICENSEE'S INITIALS ▷	DATE
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Attachment 1

California State Parks License/Permission for Use of Trademarks

Logo Use by External Entities

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department's goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
- The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or otherwise violates applicable law.
- The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

Visual Display of the Logo

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

Colors

- It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown

(outline). The yellow background is a gradation of PMS 123. No other colors may be used in the four-color version of the logo.

PMS 123-Yellow	CMYK: C-0, M-21, Y-88, K-0	RGB: R-253, G-200, B-47
PMS 281-Blue	CMYK: C-100, M-85, Y-5, K-20	RGB: R-0, G-38, B-100
PMS 364-Green	CMYK: C-73, M-9, Y-94, K-39	RGB: R-66, G-119, B-48
PMS 490-Brown	CMYK: C-29, M-85, Y-54, K-72	RGB: R-91, G-43, B-47
PMS 4715-Brown	CMYK: C-13, M-47, Y-43, K-38	RGB: R-150, G-109, B-91

- Do not convert the four-color logo to grayscale. Instead use the black-and-white version of the logo.
- Do not copy the four-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
- The logo, in both four-color and black-and-white, may be used on colored paper and fabric.
- When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- When embroidering the logo or screening it onto fabric, use the four-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

Appearance

- The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- Do not tilt, skew, or distort the logo.
- In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.
- Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

Placement

- Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
- To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
 1. The space must be the height of the letter "I" in the word "CALIFORNIA" in the logo.
 2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.



DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 10/2019)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME County of San Mateo	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING Nicholas J. Calderon	TELEPHONE NUMBER (Include Area Code) ()
TITLE Parks Director	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 455 County Center, 4th Floor, Redwood City CA 94063	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.