MARIN COUNTY OPEN SPACE DISTRICT

STANDARD SHORT FORM CONTRACT

Contract Log# 09-6300-18

THIS AGREEMENT is made and entered into this day contract commencement date by and between the MARIN COUNTY OPEN SPACE DISTRICT, hereinafter referred to as "District" and **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: **prepare a biodiversity and vegetation management plan**; and

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

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available all pertinent data and records for review.

C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **$298,585.00** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 27, 2009**, and shall terminate on **October 31, 2009**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the County of Marin and the Marin County Open Space District as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to the District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

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

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars ($1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
(see sample form: ISO - CG 20 10 11 85).

❒ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

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

❒ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

❒ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than $1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds $100,000, the District may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the District may conclusively rely thereon.

❒ **Insurance Reduction or Waiver of Coverage Requested (Exhibit C)**

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

13. TERMINATION:

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

14. RELATIONSHIP BETWEEN THE PARTIES:

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

15. AMENDMENT:

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

16. ASSIGNMENT OF PERSONNEL:

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

17. JURISDICTION AND VENUE:

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

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

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

20. NOTICES:

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

Contract Manager:	Mischon Martin & Elise Holland
Dept./Location:	Marin County Department of Parks and Open Space 3501 Civic Center Drive #216 San Rafael, CA 94903
Telephone No.:	415 / 507-2058

Notices shall be given to Contractor at the following address:

Contractor:	Environmental Science Associates Attn: Cassandy Ma
Address:	225 Bush Street Suite 1700 San Francisco, CA 94104
Telephone No.:	415 / 962-8463

21. ACKNOWLEGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

EXHIBIT A. ☒ **Scope of Services** _____

EXHIBIT B. ☒ **Fees and Payment** _____

EXHIBIT C. ☐ **Insurance Reduction/Waiver** _____

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
MARIN COUNTY OPEN SPACE DISTRICT:

By:_____
HAROLD C. BROWN, JR.
PRESIDENT, BOARD OF DIRECTORS

CONTRACTOR:

By:_____
Name:_____
Telephone No.:_____

ATTEST:

By:_____
SECRETARY

COUNTY COUNSEL REVIEW AND APPROVAL ***(Only required if any of the noted reason(s) applies)***
REASON(S) REVIEW:

- ☒ **Contract Requires Board of Directors' Approval**
- ☐ **Standard Short Form Content Has Been Modified**
- ☐ **Optional Review by County Counsel at Department's Request**

County Counsel: _____

Date:_____

ESA

EXHIBIT A

SECTION A
Scope and Approach

A.1 Introduction of the ESA Team

The ESA Team offers:

- *Strong experience in Marin's watersheds*
- *Local team - residents of Marin, with a vested interest in the successful outcome*
- *Statewide reputation in land management*

Environmental Science Associates (ESA) is uniquely suited to respond to the Marin County Open Space District's (MCOSD's) RFP for a Vegetation and Biodiversity Management Plan (VBMP). ESA has been involved in land management planning for most of its forty year history (see Exhibit on the following page) and provides a deep bench of resource scientists, planners, and public involvement specialists to address project needs. We have worked at multiple scales and from different perspectives in advising land stewards. We developed comprehensive long-term land use planning for the Coast Dairies state and federal park on the Santa Cruz coastline. At the other end of the scale, we have produced focused vegetation management programs for the California Department of Fish and Game on ecological reserves in the San Joaquin Valley. ESA has also addressed the needs of more special-purpose land plans, such as Wild and Scenic River Plans, trail plans, and invasive weed control plans.

In Marin County, ESA worked on Phase 8 of the Novato Creek Flood Control Project which included plans for erosion control and riparian restoration. For the Marin Municipal Water District (MMWD), ESA conducted wetland delineations and sensitive species surveys along with multiple project development tasks associated with the Marin Sonoma Pipeline. ESA worked for many years with the City of Novato on the Black Point project, including extensive natural resource surveys which helped determine what portions of the property were best suited for conservation.

Our team will be augmented with Loran May, of May and Associates, and Stephan Bakken, an independent forestry consultant. Ray Moritz and Bob Brenton provide additional local experience regarding Marin County vegetation management. All subconsultants provide direct local knowledge and recent experience with current practices in the County.

Exhibit ESA LAND MANAGEMENT PLANS

County Of Marin Vegetation and Biodiversity Management Plan

- ESA Office Location
- Project Location

PROJECTS

1 Bear Creek Redwoods Open Space Preserve - A, C
2 American River Water Resources Investigation - A, C
3 Bay Area Ridge Trail Biotic Assessment - A, C
4 Carmel River Management Plan - A, C
5 CDFG Ecological Reserve Management Plans
6 City of Folsom Habitat Conservation Plan and Historic District Specific Plan - A, C, N, P
7 Clearlake Water Resource Analysis - A, C, M, P
8 Coast Dairies Long-Term Protection and Use Plan - A, C, N
9 Cosumnes River Watershed Study - A, C
10 County of Los Angeles Department of Recreaction and Parks Master Contract
- Prayer Mountain - C
11 Diablo Foothills Regional Park Master Plan - A, C
12 Eagle Lake Water Resources Project - A, C
13 East Bay Regional Park District On-Call Contract
- Alameda Creek Quarries - A, C
- Eckley Pier - A, C, P
- Lake Temescal Regional Park - A, C
- Carquinez Straits Regional Shoreline - A, C
14 Ellwood Beach - Santa Barbara Shores - A, C
15 Eureka Waterfront - A, C
16 Fallen Leaf Lake Retreat - C
17 Fort Bragg Resources Project - A, C
18 Forest Home Christian Conference Center - A, C
19 Forest of Nisene Marks State Park General Management Plan
20 Furnace Creek Water Management Plan and EA
21 Golden Gate National Recreation Area
- Doyle Drive Environmental and Design Study - A, C, N
- Golden Gate Bridge Seismic and Wind Retrofit Project EA / Section 106 / Biological Assessment - C, M, N, P
- Lake Merced Transport - A, C, M, N, P
- Oceanside Wastewater Treatment Plant - A, C, M, N, P
- Richmond Transport Project Compliance Monitoring - M
- Tank Hazard Assessment EA - N

22 Golden Gate Park Lake Relining Project - C
23 Hayward Marsh Regional Shoreline - C, P
24 Hill Canyon Regional Recreational Facility - A, C, P
25 Hueneme Beach Area Plan - C
26 James Creek West Specific Plan - C
27 Lake Elizabeth Master Plan - A, C, P
28 Lancaster Vegetation Ordinance
29 Malibu Specific Area Plan - A, C
30 Mono Lake Aesthetic Evaluation - A, C
31 Monterey Bay Aquarium Master Plan - A, C
32 Muzzi Marsh Restoration Plan, A, C, M, P
33 New Melones Lake Resource Management Plan - A, N
34 Pajaro River Management Plan - A, C
35 Pescadero-Butano Watershed Assessment and Standardship Plan
36 Point Lobos Forest Management Plan - A, C
37 Point Reyes National Seashore Coast Guard Facilities - A, C
38 Port of San Diego On-Call Contract - A, C, P
39 Presidio Trails Bikeways Master Plan and EA - A, N
40 San Francisco Watershed Plans - A, C, P
41 San Francisquito Creek Master Plan - A, C, M, P
42 San Joaquin County Multi-Species Habitat Conservation Plan - A, P
43 San Leandro Shoreline Marsh Enhancement Plan - A, C, M, P
44 Santa Barbara County Park Master Plan - A, C
45 Santa Clara County Parks and Recreation Department Master Plan Contract
- Santa Teresa Park Master Plan - C
- Steven's Creek Park Master Plan - C
- Coyote Creek Restoration Analysis - A, C
46 Scottsdale Marsh Enhancement - C, M, P

47 The 49er's Stadium at Candlestick Point - C
48 Tulare Habitat Conservation Plan - A, P
49 West Mojave Habitat Conservation Plan - A, C, N, P
50 Willits Watershed Analysis - C
51 Yosemite National Park
- Cascade Diversion Dam Removal EA
- Crane Flat Campus Building Program EIS - N, P
- El Portal Road Reconstruction Project - M
- Happy Isles Gauging Station Bridge Removal EA - A, N, P
- Merced Wild and Scenic River Plan - A, N, P
- South Fork Bridge Replacement EA
- Tuolumne River Trail Biotic Assessment - A, N
- Yosemite Falls Restoration Plan - A, N
- Yosemite Valley Plan and EIS - N

A - Alternatives Development and Analysis
C - CEQA Documentation
M - Compliance Monitoring
N - NEPA Compliance
P - Permitting

In this proposal we describe the team's local and regional expertise in resource management, past knowledge of the Marin County context, specialized skills and our clear perception of the District's needs. Our overall intention is to help the District achieve its Strategic Plan goal to: *protect, restore and preserve the natural systems of the lands held in trust for current and future generations.*

A.2 Project Approach Overview

ESA's Land Management Planning Group has adopted some basic principles which are broadly applicable to resource management. First and foremost, management goals must be ecosystem-based and begin with the characteristics of the land to be managed, the intended uses of the land, and the future conditions desired, e.g., biodiversity, health and integrity, and sustainability (Wagner, 1995).

In *Taking an Ecological Approach to Management*, J.C. Overbay (Overbay, 1992), responded to perceived inadequacies of federal land management planning in the 1980s. It is still relevant today, and the six central points it forwarded function as a Quality Control checklist for ESA on all land management projects:

1. Multiple-use, sustained-yield management depends on sustaining the diversity and productivity of ecosystems at many geographic scales.

2. The natural dynamics and complexity of ecosystems must be considered.

3. Descriptions of desired conditions for ecosystems should integrate ecological, economic, and social values.

4. Coordination of goals and plans with the affected public is essential to success.

5. Ecological classifications and inventories should be integrated.

6. Monitoring and research should be integrated to the extent possible with daily operations to continually improve the scientific basis of ecosystem management.

Since the RFP references many of these key factors, we anticipate that we will be able to focus immediately on the task at hand and draw on the practical experiences of land managers as well as the scientific literature. It was for this reason that ESA was recently chosen to assist the Midpeninsula Regional Open Space District in comparing and evaluating the natural resource management programs of various land management agencies, locally and in the western states.

A.3 Project Understanding

The ESA Team has authored several of the County's scientific studies that will serve as the backbone of the plan.

The MCOSD owns and manages 35 open space preserves (including the recently acquired Black Point Nature Preserve). These preserves contain a wide variety of plant communities that are representative of the extraordinary diversity of vegetation in Marin County. The challenge of managing multiple properties is compounded by the different conditions in the surrounding landscape and social context. We must be sensitive to the differences between preserves like Bothin Marsh at the water's edge, as compared to Big Rock Ridge, which have clearly different conditions and stakeholders. Analysis of the open space system using GIS tools, interviews with MCOSD personnel, stakeholders and possibly the public will enable us to characterize the overall issues and to craft policies to address them.

Background on Recent Vegetation Management in Marin County

Since 1995, the MCOSD has been using *Mount Tamalpais Vegetation Management Plan* to manage vegetation on the Baltimore Canyon, Blithedale Summit, King Mountain, Camino Alto, and Alto Bowl/Horse Hill Preserves. The construction of fuel breaks recommended in the 1995 Plan has been revised to incorporate more recent recommendations made by the Marin County Fire Department. The 1995 Plan recommended actions to restore biodiversity on these five preserves, mainly by removing or controlling exotic weeds, with some restoration plans for grasslands and oak woodlands. The 1995 Plan did not address fire hazard reduction or biodiversity issues on the other 30 preserves, although the MCOSD has developed preserve-specific land management plans and conducted vegetation management per those plans.

Now that the MCOSD has prepared the Strategic Plan the time is right to develop a Vegetation and Biodiversity Management Plan to include all preserves and incorporate the most recent science on managing vegetation for biodiversity. Nearly two dozen plans and scientific studies, such as MCOSD reserve management plans and fire management studies provide considerable background and scientific information.

The July 7th Vegetation Mapping Report that was completed for the MCOSD (as well as ancillary GIS data) will be a most valuable tool in preparing the VBMP. The robust nature of this data, including specific species classifications provides a detailed view of the vegetation types on MCOSD preserves.

The MCOSD also conducted a more detailed assessment of the efficacy of existing and proposed fuel breaks, along with ramifications of these fuel breaks on biodiversity. These documents will serve as a good base for the VBMP.

Managing Conflicting Priorities

The ESA Team will provide defensible balance to managing risk, protecting biodiversity, and long-term plan sustainability.

Both the types of vegetation on the preserves and the preserves proximity to the wildland-urban interface creates a significant fire hazard. Under extreme weather conditions, fire starting on a preserve could rapidly destroy hundreds of near-by homes. Given this situation, a major goal of the 1995 Plan was to develop fuel breaks and other measures to reduce the risk of these catastrophic fires.

The preserves also contain a rich assemblage of plant communities, which in turn support a varied wildlife. The MCOSD aims to preserve and increase this biodiversity, while balancing the demands to reduce fire hazard and allow visitor use. The two intentions are sometimes complimentary, sometimes not. A vast stand of highly flammable invasive weeds negatively impacts both biodiversity and fire safety. On the other hand, biodiversity and water quality can be adversely affected by the construction of firebreaks and resulting increased erosion. Striking a defensible balance between reducing the risk of wildfire and maintaining native plant and animal diversity is a principle challenge for the VBMP.

Herbicide Use

Landscape-wide weed control typically requires the use of herbicides as part of the Integrated Pest Management (IPM) program. It is expected that continued inclusion of herbicides in the MCOSD's IPM program may be controversial, as MMWD, along with many other land stewardship agencies, have been struggling with this issue. The VBMP will describe the utility of herbicide use in terms of effectiveness and cost efficiency, and build on the work that MMWD is doing to describe the health and environmental risks of herbicide use.

Economic Feasibility

Knowing the MCOSD has limited resources to manage vegetation, the VBMP must balance its policies with the reality of what is feasible. After all, it does the ecosystem no real benefit to have an overly ambitious program that is abandoned in a few years due to budget constraints.

A.4 Scope of Work

The ESA Team will provide a policy level VBMP that answers the fundamental questions of why managing for biodiversity is important, what are the best strategies for doing so, and how will those strategies be applied within Marin County open spaces. The ESA Team will work with the MCOSD, the Marin County Fire Department (MCFD) and other stakeholders as appropriate to provide a detailed assessment of fuel breaks and the biodiversity challenges resulting from fuel breaks, and the economic challenges/benefits to managing for biodiversity on the preserves. This means prioritizing recommended policies and monitoring protocols to allow the MCOSD to select appropriate management strategies given available resources.

This Scope of Work was developed based on our understanding of the information presented in the MCOSD's Request for Proposal (RFP), our firsthand knowledge of MCOSD properties and issues, and the additional information provided in the pre-bid meeting. It addresses all eight tasks as numbered in MCOSD's RFP. After careful consideration ESA reorganized the *eight* tasks and combined them into *five* major tasks, described in this scope of work by the letters A-E. Tasks were reorganized to establish a sequential format that corresponds to development of specific chapters of the final VBMP, in relation to our proposed schedule, and the information needs of a possible stakeholder process. MCOSD staff then requested that ESA include an additional task, Public Outreach and Stakeholder Involvement, described here as the letter F. Figure A-1 presents this approach along with schedule, process and deliverables.

The primary organization for this Scope of Work (and referenced RFP topics) includes these six major efforts:

A. Identify Benefits and Challenges to Managing for Biodiversity (RFP Task 5)

B. Assess Regional Trends and Practices (RFP Tasks 2, 3, 4, and 8)

C. Update MCOSD Goals and Objectives (RFP Task 1)

D. Recommend Strategies and Best Management Practices (BMPs) for MCOSD Lands (RFP Task 6)

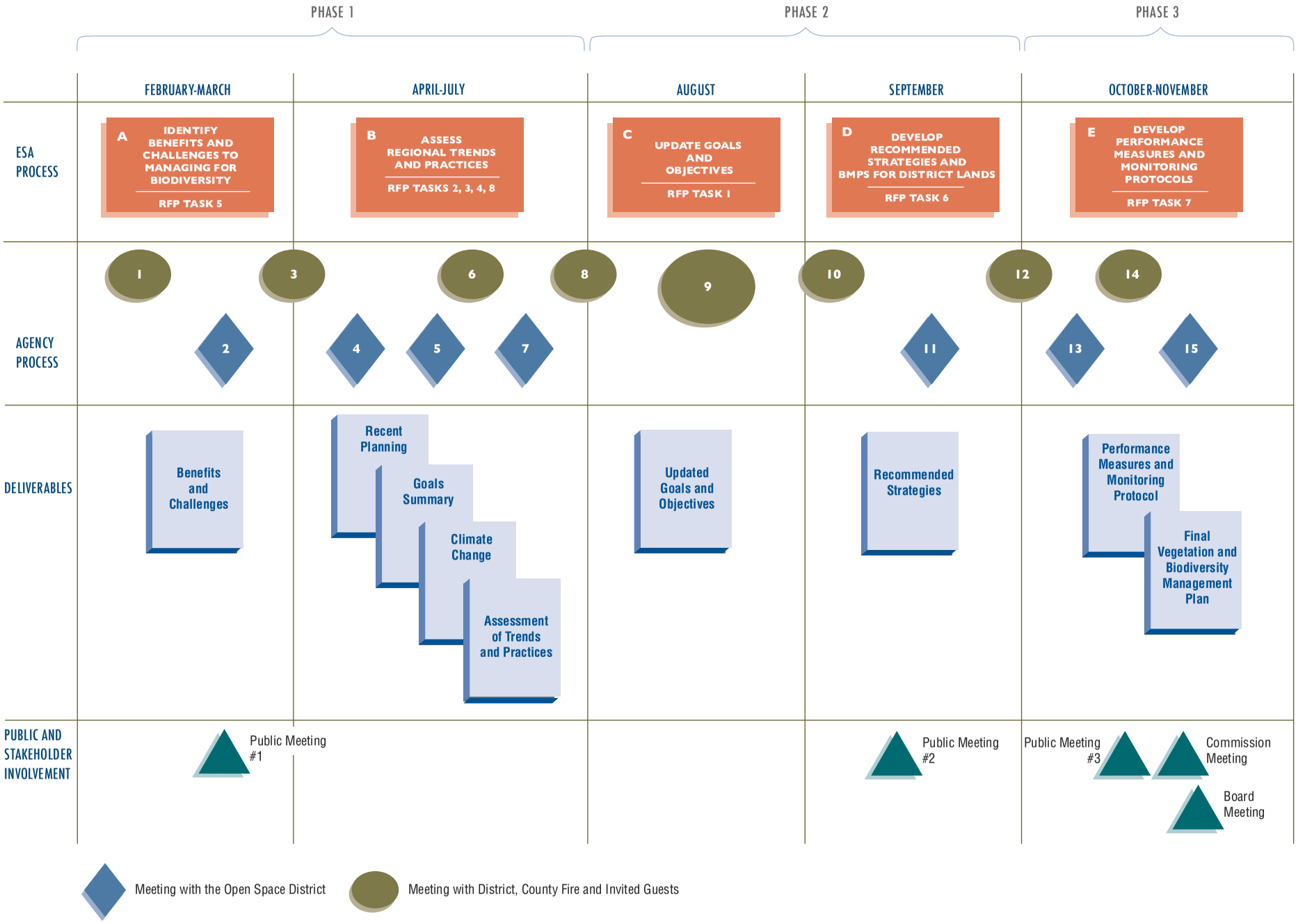
E. Develop Performance Measures and Monitoring Practices (RFP Task 7)

F. Public Outreach and Stakeholder Involvement

These tasks are addressed in greater detail on the following pages.

Figure A-1 REVISED SCHEDULE

County of Marin Vegetation and Biodiversity Management Plan



A. Identify Benefits and Challenges to Managing for Biodiversity

This portion of the overall effort and the subsequent chapter will enable us to frame the existing conditions on the land and clearly name the challenges in improving those conditions. This task encompasses effort requested in **Task 5** of the RFP scope.

1. Kickoff Meeting

The ESA team will meet with the MCOSD in a project kickoff meeting. In this meeting we will collaboratively examine the overall scope of work and agree on short-term and long-term priorities. This meeting will also be used to exchange information, background reports and GIS information developed and provided by MCOSD and will be based on a list documents generated in advance of the meeting. In this meeting we will address the concepts, benefits and challenges associated with managing open space properties in Marin County, particularly as that management affects biodiversity and public safety. We will highlight information that has been brought forward in the MMWD study and consider which sections might be incorporated into the MCOSD's VBMP. The ESA team will facilitate a "benefits and challenges" discussion and provide a summary of the meeting. MCFD (and possibly County Flood Control and MMWD) could be included in all or some of this kick-off meeting as deemed appropriate by the MCOSD.

2. Summary of MMWD Efforts to Date

It will be valuable for us to share relevant information developed in the MMWD process. Based on the discussion topics and questions brought forward in the Kickoff Meeting, we will prepare a summary of relevant findings that have surfaced in the MMWD effort.

3. Address MCOSD Challenges and Conflicting Needs

ESA staff will add professional experience and information gathered from other agency experiences to the "benefits and challenges" discussion from the kick-off meeting. This combined effort will further describe MCOSD challenges and conflicting needs.

4. Utilize MCOSD GIS Database

MCOSD has a GIS database that includes roads, trails, and vegetation layers for all MCOSD preserves. The ESA team will work with MCOSD natural resource staff to utilize and interpret the available GIS information to assess the range of landscapes and habitats in the open space preserve system. ESA will document the natural interactions among a wide variety of influences on biodiversity at local, regional and now global scales.

5. Assess Factors, Processes, and Practices Affecting Biodiversity (Task 5 in the RFP)

Stephen Bakken, forestry sub-consultant, will interview MCOSD natural resource staff to review the location of sensitive natural and cultural resources within the preserves, based on existing vegetation maps, and to determine how CEQA and 5024 determinations may influence policy proposals and fuel modification prescriptions. Mr. Bakken will also discuss lessons learned in other counties.

ESA will assess and rank factors affecting biodiversity on MCOSD lands. We will compile a list of factors affecting biodiversity, and then evaluate each based on how (predominantly negatively) they would impact biodiversity. Such a list would include for example non-native plants, non-native vertebrates, forest pests, wildfire (burning "hotter" than a natural regime), visitor-induced biodiversity problems (such as feeding of wildlife or feral animals). Within each category we might rank at a higher level of specificity, e.g., the threat factor posed by different non-native plants, based on their CalIPC rating. Finally, in bringing this type of planning issue into some sort of defensible consistency, we would develop a simple arithmetic formula: the scale of the phenomena (say, acres of yellow star-thistle) on a 1-10 metric, times the degree of danger of spread, on a 1-5 metric. The product of those two scores would be a "Combined Threat Score" which would then be used in planning to allocate resources.

Some of the more important factors of this assessment are:

Maintenance of Preserves and Adjacent Properties - Maintenance activities like road grading and construction of fuel breaks can directly remove vegetation and reduce biodiversity. Use of heavy equipment and crews working in areas infested with weeds can transport those weed seeds to new areas that have been disturbed by the maintenance activities. These disturbed areas are prime targets for broom and other invasive weeds.

Fire Suppression - Some significant plant vegetation types on the watersheds have been adversely affected by the suppression of fire and the type of succession that has occurred as a result of the disruption of natural fire regimes. For example, oak woodlands are being invaded by Douglas fir, which will eventually result in type conversion to Douglas fir dominated vegetation.

ESA developed SOD management practices for the Sonoma Marin Transmission Line Project.

Sudden Oak Death and Other Diseases **(**SOD) and to a much lesser degree madrone blight and other diseases, are killing thousands of trees on the preserves and throughout the rest of the County. Until an antidote is discovered for use at a landscape level, the MCOSD must manage the preserves to address visitor safety (from hazard trees), fire hazard (from the buildup of dead organic material on the ground), loss of wildlife food sources, and direct loss of biodiversity.

In Person Meetings:

Meeting 1: Kick-off meeting with ESA team, Loran May, and MCOSD staff.

Meeting 2: ESA team to meet with MCOSD resource managers, Superintendent, and Deputy Director to compile information regarding specific preserve challenges and other relevant data.

Deliverables:

1. *Chapter 1: Benefits and Challenges to Managing for Biodiversity*. This chapter will introduce the benefits, concepts and issues surrounding management for biodiversity. The open space system will be introduced, the values embodied in it and the inherent risks associated with managing habitats and visitor use at the urban/wildland interface. Trends and considerations described in subsequent chapters will be introduced.

Document Review:

Upon receipt of document from ESA, MCOSD and others as directed by MCOSD staff will review and provide comment on draft Chapter 1: Benefits and Challenges to Managing For Biodiversity, in a timely manner,

B. Assess Regional Trends and Practices

The ESA Team has contributed to several of the technical documents referenced on page 4 of the RFP.

This portion of this overall effort and the subsequent chapter will address many of the existing conditions, proposals, practices and trends brought up in **Tasks 2, 3, 4 and 8** of the RFP scope.

1. Evaluate Existing Local Management Plans (Task 2 in the RFP)

The ESA Team will review the management plans and background documents described in the RFP. Fortunately, our team is very familiar with many of these documents and review will be streamlined. Our reviews will focus on extracting timely and relevant information, such as a comparison of management goals for use in developing the VBMP. We are aware that there is a wealth of information about the problems and challenges facing the MCOSD as well as guidelines for how to address these challenges. However, some of these plans are out of date, conditions have changed since they were developed, and new techniques have been developed and should be adopted.

The most relevant is the report generated recently by Shelterbelt Builders, Inc., entitled *Fuel Break Vegetation Assessment with Management Recommendations (June 2008)*. This report provides a good overview of the issues surrounding fuel break construction and maintenance, including the preferred locations for fuel breaks and how to manage them without significantly affecting biodiversity. This plan needs to undergo additional review in regards to its recommendations for fuel break development and impacts. One important issue reviewed in the report is that constructing new fuel breaks in the interior of preserves can have significant adverse effects on biodiversity. The plan recommends mitigations to guide construction of these new fuel breaks. Those recommendations will be revisited and possibly expanded.

Stephen Bakken will review the county fire history and the proposed fuel break system developed for MCOSD preserves. He will review the Shelterbelt report, and consult with MCOSD and MCFD staff regarding the effectiveness, and cost of construction and maintenance of fuel modification zones to date. Mr. Bakken will query local state and federal wildland management agencies regarding their fuel treatments. He will then use this

information to develop a suite of potential management strategies for each type of fuel modification zone (fuel breaks, SPLATs, defensible space and ingress/egress routes).

2. Evaluate Existing Biodiversity and Effectiveness of Recent Planning on MCOSD Lands (Task 2 in the RFP)

The ESA Team will closely collaborate with MCOSD staff to develop a focused biodiversity inventory.

With the use of the MCOSD's GIS and additional analysis provided by the ESA Team we will establish a baseline regarding natural resource information for each of the MCOSD's preserves. To evaluate existing biodiversity, we will utilize existing vegetation and related habitat maps, identified areas of invasive species, disease vectors, locations of special status species, MCOSD and MCFD's efforts to manage vegetation, and similar efforts by adjacent land management and fire agencies. This will essentially become a report on the status of biodiversity on MCOSD lands. A preliminary example of how ESA will use the GIS information is provided as Figure A.2 Invasive Species on Blithedale Ridge Vegetation Types.

The ESA Team will describe and map to the extent possible the status of each preserve in regards to the main concerns for vegetation management. Utilizing the information generated in the GIS analyses and in interviews with MCOSD resource managers and other staff we will present the level of concern for each preserve. We will present this as a matrix table, which will be keyed to a narrative discussion for the more important concerns. The matrix table will show the risk for each major factor. We propose to develop this recommended preserve inventory by conferring with MCOSD staff. and individuals from other agencies to be determined by MCOSD. It is expected that we will be able to quickly and comprehensively identify the key issues that need to be addressed for each preserve. When we get to developing potential strategies, this will allow us to identify what strategies apply to each preserve.

In Person Meeting:

Meeting 3: ESA team, MCOSD Superintendent, and resource managers will participate in a GIS supported meeting to evaluate challenges to managing for biodiversity on a preserve by preserve basis.

Deliverables:

1. A document outlining findings from evaluation of local plans.
2. A GIS Analysis of Existing Biodiversity, including a draft report on the Existing Status of Biodiversity on MCOSD lands, and the effectiveness of recent management strategies and planning efforts conducted on those preserves.

Document Review:

Upon receipt of documents from ESA, MCOSD staff, and others as directed by MCOSD staff, will review and provide comment on the document outlining findings from evaluation of local plans, and the GIS Analysis of Existing Biodiversity, within a ten day period.

3. Assess Regional Trends (Task 3 in the RFP)

The ESA Team understands the problems facing land managers in Northern California and the State as a whole, as well as how these agencies are approaching management challenges. We have witnessed rapid expansion of invasive species, global climate change, SOD and other diseases, and competing demands for agency resources. We will further investigate the literature and confer with pertinent agencies to provide a report on regional trends that will provide a solid framework for our discussions with the MCOSD.

3(a) Assess Regional Trends in Wildfire Prevention

The ESA Team will assess current trends in fuels and fire management. A particular focus will be on the effective placement of fuel clearance and fuel breaks, and the methods for creating fuel breaks that result in the highest level of resistance to non-native species invasion and resiliency to disturbance of the native plant communities. This assessment will be informed by the report recently completed by Shelterbelt Builders, Inc. which evaluated fuel break construction and maintenance on MCOSD lands. The ESA team will conduct a review of local and Bay Area agencies fuel management policies and success. This report will summarize the approach of agencies such as the MMWD, East Bay Regional Park District, Mid-Peninsula Regional Open Space District, local State Parks, San Francisco Water Department, and East Bay Municipal Utility District (EBMUD). As an example, the Moraga-Orinda Fire Department performed a parcel-based risk assessment that supported homeowner actions to reduce the risk from fire.

Stephen Bakken will work with Ray Moritz, a Marin County based arborist, during this assessment of the fuel break system. He will confer on an ongoing basis with staff of the MCFD and other pertinent fire protection agencies. If the assessment indicates that the proposed fuel break system might be modified for either resource protection or reduction in impacts to biodiversity, Mr. Bakken will confer with MCFD staff regarding feasibility of possible modifications of the fuel break system.

3(b) Assess Regional Trends in Vegetation and Biodiversity Management (Task 3 in the RFP)

To assess regional trends, ESA will evaluate plans that are in place or in preparation by other large resource management agencies in the Bay area. ESA will describe which agencies have adopted biodiversity management as part of their programs, and how have they confronted the issues in the Bay Area and beyond. Some examples:

- MMWD practices biodiversity management through implementation of its 1995 VMP. This plan provides the most current and relevant approach to vegetation management as it relates to biodiversity management, although it only occasionally extends explicitly to other categories of biodiversity. Our approach includes a more expansive consideration of the implications of vegetation management actions on fisheries and terrestrial wildlife diversity.

- EBMUD's Watershed Master Plan includes biodiversity management as an explicit goal, and lays out a comprehensive set of goals, objectives and guidelines for species diversity.

- The new *Invasive Plant Management Plan for Yosemite National Park* is an excellent source for the problems of weed invasion and methods of weed control on public lands.

3(c) Economic Considerations and Trends, and Financing Opportunities (Task 3 in the RFP)

Multiple economic and environmental considerations need to be evaluated when comparing cost and benefits of managing land for both biodiversity and public safety. For example there are the overall values of access to open space and a healthy environment that attract people to Marin County. There are the high property values of the land itself which generate tax revenue for the State and the County. In addition, the ESA team recognizes the intrinsic value of wildlands, knowing they exist and are being protected is important. Some may take these values for granted, but in their absence, perhaps after a catastrophic wildfire, the environmental benefit provided by open space will take on new value. Other factors to consider include aesthetic values, access to outdoor recreation, wildlife and clean water.

Prudent financial long-term planning by the MCOSD will necessitate conservative assessment of the future VBMP program elements and realistic estimation of their implementation costs. In addition, VBMP's future implementation success can be enhanced by evaluating the potential future additional funding (e.g. grant or local bond funds) and leveraging inter-agency partnerships and volunteer labor opportunities.

ESA proposes to review other local and regional vegetation management plans' cost estimates, including the Shelterbelt report, to develop appropriate program costs for evaluating VBMP program elements. The costs and efficacy of existing and proposed management strategies will be assessed for our VBMP recommendations.

The ESA team will assess the costs of our prioritized VBMP recommendations and identify the other resource benefits that are expected to be associated the future VBMP implementation. These benefits will be clearly identified and compared to the future conditions that may be expected without VBMP implementation.

WebEx Meeting:

Meeting 4: Presentation of Regional Trends Assessment and consideration of desired future conditions for MCOSD Preserves.

Deliverables:

Draft Regional Trends Assessment that evaluates approaches to fuels and fire management, economic trends and trends in vegetation and biodiversity management for cost effectiveness, risk factors and other resource benefits and impacts.

Document Review:

Upon receipt of document from ESA, MCOSD, and others as determined by MCOSD staff, will review and provide comment on Regional Trends Assessment in a timely manner.

4. Synopsis of Biodiversity Goals, Strategies and Plans (Task 4 in the RFP)

Incorporating the concepts of biodiversity into ecosystem management is extremely complex. It requires interpretations of diversity, and articulating biodiversity as a goal – as well as deciding how to measure it – and how to apply it successfully. Major advances have been made in describing the relationship between species diversity and ecosystem processes; there is, however, uncertainty as to how results obtained in recent experiments scale up to landscape and regional levels and generalize across ecosystem types and processes (Loreau et al., 2001).

To prepare the VBMP for the MCOSD, we will expand on reviews of other agencies' goals, strategies, and plans. We will prepare a comparison of the various approaches, concentrating on goals, strategies, and plans that have a similar resource setting, management issues, and available resources as the

MCOSD preserves. This material will be used to inform the team and the MCOSD when developing policies for the VBMP.

5. Assess Challenges in and Strategies for Addressing Climate Change (Task 8 in the RFP)

Climate change threatens to adjust the baseline of the environment as we know it. It also increases the threat of fire in many ecosystems including those in Marin County, and it favors weed distribution in unhealthy habitats.

ESA has an entire technical group devoted to air quality specialists. While these experts aren't part of the core team for this work, they are constantly updating ESA staff regarding changes in this swiftly developing area of science and regulation.

Team members will continue to review the literature and confer with outside experts who are examining climate change and its effects on local biodiversity (e.g., Stu Weiss of Creekside Center for Earth Observation). We will describe the most current modeling that describes what the climatic conditions in the county will be as well as predictions of changes in vegetation type. The VBMP will discuss the predicted range of changes resulting from GCC as well as from increasing nitrification of the preserves due to deposition of nitrogen-based chemical from polluted rainfall.

In Person Meeting:

Meeting 5: ESA team to meet with MCOSD staff to clarify goals, strategies and timing of vegetation management activities. This should consider the relationship between MCOSD lands, and adjacent public lands, and potential partnerships with those public agencies that might be forged..

WebEx Meeting:

Meeting 6: Presentation of findings in the Trends and Practices Assessment including desire of MCOSD to consider potential strategies to address climate change.

Deliverables:

Draft Chapter 2 – Assessment of Trends and Practices. This chapter will combine the previous reports including; Evaluation of Existing Local Management Plans; Assessment of Regional Trends; Synopsis of Biodiversity Goals, Strategies and Plans, and; Challenges to Addressing Climate Change. In this chapter the ESA team will establish the 'biodiversity baseline' for the MCOSD preserves, evaluate the effects of current practices and discuss the recent findings and future trends affecting management for biodiversity.

Document Review:

Upon receipt of document from ESA, MCOSD staff will review and provide comment on draft Chapter 2: Assessment of Trends and Practices, within a timely manner.

C. Update MCOSD Goals and Objectives

This portion of the overall effort and the subsequent chapter will update goals and objectives from the 1995 Plan and will look at challenges to meeting these goals. This directive is identified as **Task 1** of the RFP scope.

1. Discuss Goals, Objectives and Criteria for Prioritization of Strategies (Meeting 7)

The ESA team will use the information developed in the previous tasks to inform the discussions with the MCOSD and the County stakeholders, specifically the MCFD and possibly the Public Works Department, since the latter is developing watershed management plans throughout Marin. ESA will prepare a white paper summarizing collected information, then in a collaborative approach (meeting 7), we will discuss Goals, Objectives and Criteria for Prioritization of Strategies. The 1995 Plan contained three goals aimed at protecting natural and man-made resources from wildfire; three goals aimed at encouraging biodiversity, protecting major ecologic systems, and controlling invasive weeds; and one goal aimed at preserving aesthetic and visitor use resources. These goals have been condensed in the Plan update being prepared for MMWD, but the basic goals were maintained. It is envisioned that similar goals will be proposed for this plan update, since they address the primary issues of fire hazard reduction, preservation and restoration of biodiversity, and protection of aesthetic and recreational resources.

As mentioned above, goals and objectives must recognize the basic responsibilities of land management. The new goals and objectives will vary from the 1995 Plan based on the information ascertained through interviews, document review, and GIS analysis regarding changed conditions, new threats, climate change, new or revised techniques, and what is practical given possible available resources.

2. Prepare Draft Goals and Objectives

Results of Meeting 7 (above) will be synthesized by the ESA team to prepare a set of Draft Goals and Objectives. Also based on prior tasks, this draft document will include a discussion of the current and future challenges with regard to meeting these goals and objectives.

3. **Core Agencies to Review Draft Goals and Objectives**

Draft Goals and Objectives (developed above) will be reviewed and adjusted by MCOSD staff and potentially other County Stakeholders. ESA will distribute this document and be available to respond to questions during Core Agency review.

4. **Finalize Goals and Objectives**

The ESA team will revise Draft Goals and Objectives document which will form Chapter 3 of the Final Plan.

In Person Meeting:

Meeting 7: ESA to host a workshop with MCOSD staff, and others as determined by MCOSD staff, to review draft set of goals and objectives.

Deliverables:

1. Support materials for workshop including presentation of draft goals and objectives
2. Draft and Final Chapter 3: Goals and Objectives

Document Review:

Upon receipt of document from ESA, MCOSD staff will review and provide comment on draft Chapter 3: Goals and Objectives, in a timely manner.

D. Develop Recommended Strategies for Management of MCOSD Lands (Task 6 in the RFP)

This section addresses **Task 6** from the RFP scope. We will evaluate strategies for use on MCOSD lands that reflect the revised goals and objectives brought forward in the previous tasks. We will build on the

strategies being developed for MMWD and make adjustments based on unique conditions and different challenges, available resources, and different priorities.

1.Compare Potential Strategies with Those of Other Agencies (Meeting 8)

In preparation for Meeting 8, the ESA team will summarize. proposed strategies that we will review with the MCOSD in the process of developing broader policies for resource management. Strategies from other agencies consulted up to this point will be included in this process. Recommended MMWD strategies follow the preliminary goals and objectives that have been recommended for the MMWD update

The following describes the ESA team's general approach to developing potential management strategies.

- Evaluate various approaches to monitoring biodiversity. For example, one approach might be to develop a monitoring program for special status species and other significant resources, that identifies threats to these resources from a variety of factors, including weed invasions, vegetation succession, fire suppression, visitor use, and/or management actions,
- Confirm that actions taken to facilitate recreational access, and minimize wildfire risk, do not cause loss of or damage to sensitive resources that might subsequently require mitigation or restoration.
- Consider strategies which may include developing a list of BMPs for preserve maintenance, construction, and fuel break projects to prevent the spread of invasives.
- Examine vegetation types on the preserves that have been adversely affected by the suppression of fire and the type succession that has occurred as a result of the disruption of natural fire regimes. The ESA team will consider specific strategies for the vegetation types most at risk and those that stand a reasonable chance for restoration over the next 15 years.
- Examine strategies which include developing and implementing a program to protect wetlands and other aquatic resources.
- Consider methods for eradicating highly invasive weeds from quality habitats.
- Identify high quality habitats that may have one or more of the following characteristics:

- Low levels of non-native plant cover
- Low levels of human-caused disturbance
- Large extent of undisturbed habitat with low levels of non-native plant cover
- Has been identified as an important climate change buffer (e.g., climate change refugia, plant/animal migration corridors)

- Examine strategies that may include removing seeding plants of broom and other priority weeds from identified high quality habitats.

- Prioritize which weed populations that should be addressed first.

- Consider developing and implementing an Early Detection Rapid Response (EDRR) plan, which would detail how new invasions will be identified, reported, and treated and developing a weed spread prevention program. This effort will consider:

  - Herbicide transport and use restrictions to be included in the IPM program;
  - Heavy equipment use;
  - Power equipment use;
  - Propane flaming restrictions; and
  - Prescribed burning restrictions.

- Consider eradication of high priority weeds from habitats that are not high quality.

- Prioritize development of plans and projects to restore habitats degraded by factors such as fire suppression, historic logging and grazing, construction of roads and other improvements (beginning with high quality habitats).

- Examine strategies for minimum impact fuel management in the preserves and at the preserve boundaries; such as the creation and maintenance of strategic fuel breaks and Strategically Placed Area Treatments (SPLATs) to facilitate wildfire containment, and defensible space zones around structures at risk.

- Evaluate fuel management strategies with respect to cost, impact to natural/cultural resources, liability, and fossil carbon expenditures before making policy and prescription recommendations.

2. Description of Relative Costs for Implementing Alternative Strategies

As we develop strategies we will evaluate relative costs of alternative approaches to management of vegetation for both biodiversity and public

safety. MMWD has already developed a basis method for estimating costs for weed eradication or with information provided by Shelterbelt Builders and Brenton VMS. We will use this information and any subsequent updates produced as part of the MMWD Update. These cost estimates will be developed to a level where comparisons can be made between implementing one set of strategies versus another.

Fiscal costs will then be compared to costs to human health, man-made improvements, and environmental resources. Our team is committed to preparing a plan that can be used to implement future projects. It is essential that the plan be grounded in the fiscal reality of what can actually be accomplished.

3. Present Draft Recommended Strategies (Meeting 9)

Results of the strategy investigation described above will be synthesized by the ESA team to prepare Draft Recommended Strategies. These will be presented in meeting 9 then reviewed and adjusted by MCOSD staff and potentially other County Stakeholders.

4. Final Recommended Strategies for MCOSD Review

Based on the review by MCOSD staff, and others as directed by MCOSD staff, ESA will revise the Draft Recommended Strategies for inclusion as a Chapter in the Final VBMP.

In Person Meeting:

Meeting 8: Compare potential strategies with MCOSD's resource management needs.

WebEx Meeting:

Meeting 9: ESA to meet with MCOSD staff to review recommended strategies, potential metrics, and relative costs for implementation.

Deliverables:

1. Compare MMWD's goals and objectives with identified needs of the MCOSD.
2. Prepare Description of Relative Costs.
3. Draft Recommended Strategies for Addressing MCOSD Needs incorporating recent trends in Biodiversity and Fire Safety Planning.
4. Draft Chapter 5: Recommended Strategies for Managing Vegetation, Biodiversity, and Fire Safety on MCOSD Lands.

Document Review:

Upon receipt of document from ESA, MCOSD staff, and others as directed by MCOSD staff, will review and provide comment on draft Chapter 5: Recommended Strategies for Managing Vegetation, Biodiversity, and Fire Safety on MCOSD Lands, in a timely manner.

E. Develop Performance Measures and Monitoring Protocols – (Task 7 in the RFP)

The ESA Team has developed performance measures for:
The Coast Dairies Adaptive Management Program
The Sunol/Niles Dam Removal Habitat Monitoring Program
The DWR South Bay Aqueduct Mitigation/Compensation Program.

This portion of the overall effort and the subsequent chapter will provide a roadmap to evaluate the MCOSD's success in protecting biodiversity. This directive is identified as **Task 7** of the RFP scope.

Change to the MCOSD preserves is inevitable. Changes may come about as a result of global climate change, or continued suppression of fire, fire itself or the result of changes in policy. Establishing a tool by which those changes can be understood is the purpose of developing performance measures and monitoring protocol.

1. Develop Monitoring Protocols and Biodiversity Inventory

Considerable spatial information will have been assembled in the process of preparing this plan. That information will reside in a GIS which, with professional operation is adaptable to new analysis, answering new questions and storing additional information. It is an effective tool for developing, tracking and measuring changes in the ecosystem. ESA will assist the MCOSD in developing Monitoring protocols and a GIS based biodiversity inventory and condition measurement system. However, even the best and most complete data archiving may not be useful unless it informs us as to what change is occurring, at what rate, whether it is positive or negative, and what options the MCOSD has for responding.

An effective monitoring protocol forms the basis of such an adaptive management approach by providing the raw material upon which management decisions area made, while providing enough flexibility to evolve with changing management priorities. Elaborate and expensive monitoring programs requiring the full attention of highly trained technical staff are to be avoided. Better programs consider the realities of implementation at the same level of importance as the kinds of data that will

be collected. Relevant thinking will be developed and presented to MCOSD during meeting 10.

2. Evaluate Technology and Tools for Monitoring Data Collection

At the scale that the MCOSD must operate, with many preserves that are host to a wide array of resources, settings and neighbors, the successful monitoring program will need to collect data at a coarse enough level of detail so that it can be done efficiently, and allow coverage of all the preserves at a reasonable interval, for example every two or three years. As an example, the site descriptions generated by Shelterbelt for the MCOSD fuel breaks summarize much of the critical information that would be necessary to be collected on a periodic basis to assess site changes and assess threats posed by invasive vegetation. These do no rely on highly quantitative measurements of plant diversity and abundance, but rather on *qualitative* observations associated with maps, that focus on current conditions and efficacy of past management actions.

With the MCOSD, ESA will evaluate the utility of technology and tools for monitoring data collection, such as the software provided by Shelterbelt, or GeoWeed, the geospatial tracking and mapping system being developed by the Sonoma Ecology Center. The latter is specifically designed for tracking weed populations and treatment events over time, and managing the data in GIS. They are also simple enough to train volunteers to perform the data collection, which greatly improves the likelihood that monitoring schedule commitments will be met.

In our experience, a pragmatic approach to managing biodiversity is the most effective approach in many situations,.Overly elaborate and expensive sampling or modeling can be a burden on future generations of land managers. The assessment methods need to be kept simple, replicable, and cost effective, responses clear and practicable. Our Coast Dairies State and Federal Park Plan proposed using simple species richness data gathered as part of the Riparian Bird Conservation Plan Joint Venture as a standard for how streams were performing and maintaining biodiversity. At much large scales, we have considered the size and distribution of weed polygons using recurring aerial surveys, compared to intact habitat polygons above a certain ecological minimum size, as a straightforward method to establish action thresholds.

At the same time, external factors will be influencing the overall health of the ecosystem, most notably global climate change. Predictions of future conditions as a result of forces beyond local control will also help focus attention on specific areas of highest vulnerability.

3. Prepare Draft and Final Performance and Monitoring Plan

Based on work performed in the previous tasks, ESA will develop a draft of the Performance and Monitoring Plan. After review by MCOSD staff this document will be revised as a Chapter of the final Plan.

4. Draft Final Vegetation and Biodiversity Management Plan

As a final task, ESA will compile all previously produced chapters and reports into a Draft Final Vegetation and Biodiversity Management Plan. After review by MCOSD staff this document will be revised as the Final Vegetation and Biodiversity Management Plan.

WebEx Meetings:

Meeting 10 : Confirm proposed monitoring metrics and methods and establish template for collecting project information.

Meeting 11: Present Draft Performance and Monitoring Plan and discuss approach to producing draft final report.

Deliverables:

1. Review of MMWD and other agencies monitoring programs
2. Draft metrics, monitoring protocols for MCOSD actions and long-term trends
3. Draft Performance and Monitoring Plan
4. Draft Final Vegetation and Biodiversity Management Plan

Document Review:

Upon receipt of document from ESA, MCOSD staff, and others as directed by MCOSD staff, will review and provide comment on draft Chapter 5: Performance and Monitoring Plan and the draft Final Vegetation and Biodiversity Management Plan within a fourteen day period.

F. Public and Stakeholder Involvement

The MCOSD will engage the public and stakeholders during the development of the Vegetation and Biodiversity Management Plan. ESA's strategic approach to assisting the MCOSD in this task is to design a forum that reassures the community that public input is being used to provide

decision makers with a sense of direction. As a starting point, ESA is recommending a series of three meetings designed to first educate and solicit public input and subsequently to develop public support for the Vegetation and Biodiversity Management Plan, and future actions by the MCOSD. In addition, to build support for the MCOSD's efforts, ESA will make presentations at meetings of the Parks and Open Space Commission, and the Board of Directors of the MCOSD regarding the draft and final Vegetation and Biodiversity Management Plan.

Public Meeting 1 – Education and Solicitation of Input

The first public meeting will be held early in the planning process and would begin by describing the magnitude of the problem the MCOSD and other agencies must confront. This meeting should be held after the team has had the chance to collect information that will be useful in the education process, but prior to work on revising goals and developing strategies. ESA could present the approach to be taken in developing strategies, as well as what other districts and agencies are doing to address their own similar challenges. This approach should also educate the public regarding relevant opportunities and constraints in developing and implementing management strategies.

This first meeting would be designed to actively and constructively solicit questions and public input. This kind of meeting becomes an opportunity for the MCOSD to clarify misperceptions citizens may have regarding constraints, complexities, and costs of considering alternative approaches to vegetation and biodiversity management. This meeting will also be organized to encourage a collective, integrated thinking process so that all participants feel their ideas and perspectives have been honored and included. The goal for this meeting will be, if possible, to move toward consensus on plan direction and if consensus is not possible, the meeting will at least make clear the range of divergent opinions.

Public Meeting 2 – Present Preliminary Conclusions and Draft Recommended Strategies

The second public meeting would be held during the stage that the team is developing recommended management strategies. This meeting would present the methodologies used and preliminary conclusions of the draft plan. Like the first public meeting, this session will actively solicit input from the meeting participants, but his meeting will also be designed to build support for recommended management strategies by demonstrating how original public input was incorporated into the planning process.

Public Meeting 3 – Present Draft Plan

The final meetings will be held to solicit comment on the Draft Final Vegetation and Biodiversity Management Plan. Again, the meeting will be designed to demonstrate how original public input was incorporated into the Plan with an emphasis on next steps, in terms of how the Plan and the embedded management strategies will guide the MCOSD's efforts on the ground.

Parks and Open Space Commission Meeting –– Present Draft Vegetation and Biodiversity Management Plan

The ESA team will make a special presentation to the Parks and Open Space Commission at one of its regularly scheduled meetings. At this meeting, the team will describe their approach, the scope of their effort, the public engagement strategy, any preliminary conclusions, and desired outcomes.. This will be an opportunity for commission members to be educated in much greater detail about the development of the Vegetation and Biodiversity Management Plan and to ask questions and provide feedback. The members will also have the opportunity to hear a summary, to date, of public input.

Board of Directors Meeting – Present Recommended Draft Final Vegetation and Biodiversity Management Plan

The ESA team will make a special presentation to the Board of Directors of the MCOSD at one of its regularly scheduled meetings. At this meeting, the team will describe their approach, the scope of their effort, the public engagement strategy, any preliminary conclusions, proposed management strategies, and desired outcomes. This will be an opportunity for board members to be educated in much greater detail about the development of the Vegetation and Biodiversity Management Plan and to ask questions and provide feedback. The members will also have the opportunity to hear a summary, to date, of public input.

Deliverables:

For each of the public meetings, ESA will produce background information for distribution to participants at/prior to each meeting, prepare educational slides or other material to be used at the meeting, facilitate the meeting itself, and prepare Key Outcomes report for each meeting. ESA assumes that the MCOSD staff will participate in meeting preparation to discuss such items as expected attendees, agenda, handouts, presentation, roles, facilitation, follow-up, etc.

Literature Cited

Loreau, M. et al. 2001. Biodiversity and ecosystem functioning: Current knowledge and future challenges. Science 294: 804-808.

Overbay, J. C., 1992. Ecosystem Management. In: Proceedings of the National Workshop: Taking an Ecological Approach to Management, April 27-30, 1992, Salt Lake City, Utah. WO-WSA-3, U.S. Department of Agriculture, Forest Service, Watershed and Air Management, Washington, D.C., pp. 3-15.

Wagner, F. H., 1995. What Have We Learned? In: Wagner, F.H., ed. Proceedings of the Symposium: Ecosystem Management of Natural Resources in the Intermountain West, April 20-22, 1994, Logan, Utah. Natural Resources and Environmental Issues, College of Natural Resources, Utah State University, Logan, Utah, Vol. 5, pp. 121-125.

EXHIBIT B

SECTION F
Fee Schedule

Table F-1 presents a fee schedule that indicates current rates for each of the proposed staff assignments. Subconsultants and the cost of materials, and equipment to be used on this project are also shown.

The estimated cost associated with the scope of work presented in this proposal is $298,585. It is expected that these costs can be adjusted upon further discussion of scope refinements with the District.

The proposed scope of work, cost estimate, and schedule are based upon the following assumptions and conditions:

- All digital and hard copy information controlled by the District and relevant to the preparation of the Vegetation and Biodiversity Management Plan will be made available to the ESA team within the first month of work.
- The project sites will be accessible to the members of the project team.
- District staff, its consultants, and other public agencies will respond to information requests in a timely manner.
- The District will provide one consolidated, internally consistent set of comments, originated by District staff, on administrative draft documents.
- Consultant team labor hours assigned to project meetings and hearings shall include time required to prepare for meetings, travel time to and from meetings, and any time required for follow-up activities required as a result of meetings, as well as time actually spent in meetings.
- Specific biological or cultural surveys, civil and infrastructure engineering, or architectural design services are not proposed under this contract.
- The scope of work also assumes that the District will be responsible for coordination and noticing for all meetings and workshops, hearings and document publications.

TABLE 1: PRICING PROPOSAL County of Marin Vegetation and Biodiversity Management Plan

ESA Labor Detail and Expense Summary

		Management Team					ESA Support Team						Admin./ Graphics			ESA Totals				Sub-consultants					TASK TOTALS
	Task Number / Description	Tom Roberts, CWB Project Director	Darcey Rosenblatt Project Manager	Paul Curfman Deputy Project Manager	Chris Rogers Lead Ecologist	Erin Higbee Public Outreach Assistance	Wes McCullough GIS Specialist	Brian Pittman Certified Wildlife Biologist	Martha Lowe Watershed Ecologist	Rosanna McGuire Wildlife Bio. and Entomology	Dana Ostfeld Wildlife Biologist Bat Specialist	Nik Carlson, Economist	Sr Administrative / Graphics	Adm and Graphic Arts	Clerical	Total Hours	ESA Labor Costs	Coms. Fee (3%) and Direct Costs	ESA Total Costs	Loran May	Stephen Bakken	Ray Moritz Marin County Arborist	Bob Brenton Certified Pest Control Advisor	15% Mark-Up on Consultant Fees	Task Price
	Hourly Billing Rate	*$175*	*$160*	*$145*	*$160*	*$110*	*$115*	*$145*	*$115*	*$90*	*$125*	*$160*	*$ 95*	*$80*	*$65*					*$ 138*	*$ 115*	*$ 155*	*$ 100*		
A.	Identify Benefits and Challenges to Managing for Biodiversity																								
1	Kickoff Meeting (Meeting 1)	4	6		4	4										18	$ 2,740								
2	Summary of MMWD Efforts to Date		8		10				6							24	$ 3,570								
3	Address MCOSD Challenges and Conflicting Needs (Meeting 2)		12		6							8				26	$ 4,160								
4	Utilize MCOSD GIS Database	2	8		12		10		8	6						46	$ 7,120								
5	Assess Factors, Processes, and Practices Affecting Biodiversity		6		18			6	6	6			4	4	2	58	$ 7,520								
	Subtotal	***6***	***40***	***-***	***50***	***4***	***10***	***6***	***20***	***12***	***6***	***8***	***4***	***4***	***2***	***172***	***$ 25,110***	***1,253***	***26,363***	***$ 12,144***	***$ 1,000***	***$ 1,000***	***$ 2,000***	***$ 2,422***	***$ 44,929***
B	Assess Regional Trends and Practices																								
1	Evaluate Existing Local Management Plans		8		10	2			8	6		2				36	$ 4,880								
2	Evaluate Existing Biodiversity and Effectiveness of Recent Planning on MCOSD (Meeting 3)		8		10	8	18	12	12	12	8					88	$ 11,030								
3	Assess Regional Trends - Wildfire Prevention, Vegetation and Biodiversity, and Economics (Meeting 4)	2	8		10	16		12	12	8	8	8				84	$ 11,110								
4	Synopsis of Biodiversity Goals, Strategies and Plans		12		12	8	4				8					44	$ 6,180								
5	Assess Challenges and Develop Strategies to Address Climate Change (Meeting 5)		12		12					8		4				36	$ 5,200								
6	Draft Chapter 2 - Assessment of Trends and Practices	6	14		14	8	2	6	8	6	6		8		8	86	$ 11,000								
	Subtotal	***8***	***62***	***-***	***68***	***42***	***24***	***30***	***40***	***40***	***30***	***14***	***8***	***-***	***8***	***374***	***$ 49,400***	***2,482***	***51,882***	***$ 24,000***	***$ 3,200***	***$ 2,000***	***$ 4,000***	***$ 4,980***	***$ 90,062***
C	Update MCOSD Goals and Objectives																								
1	Discuss Goals, Objectives, and Criteria for Prioritization of Strategies (Meeting 7)		14		14	10		4	4	4	4	4	4	2	4	68	$ 8,920								
2	Prepare Draft Goals and Objectives		10		10	8		6	6		4	4				48	$ 6,780								
3	Core Agencies to Review Draft Goals and Objectives		4		4	2								6		16	$ 1,980								
4	Finalize Goals andand Objectives	4	8		10	6		4	4						8	44	$ 5,800								
	Subtotal	***4***	***36***	***-***	***38***	***26***	***-***	***14***	***14***	***4***	***8***	***8***	***4***	***8***	***12***	***176***	***$ 23,480***	***1,704***	***25,184***	***$ 6,900***	***$ 2,000***	***$ 1,000***	***$ 2,000***	***$ 1,785***	***$ 38,869***
D	Develop Recommended Strategies for Management of MCOSD Lands																								
1	Compare Potential Strategies with that of Other Agencies (Meeting 8)		12		16	6		10	8	8	8				4	72	$ 9,490								
2	Description of Relative Costs for Implementing Alternative Strategies		4		8	4	4		4			10			4	38	$ 5,140								
3	Present Draft Recommended Strategies (Meeting 9)	2	6		8	4										20	$ 3,030								
4	Final Recommended Strategies for MCOSD Review	2	8		6	4				8			4	4	8	44	$ 4,970								
	Subtotal	***4***	***30***	***-***	***38***	***18***	***4***	***10***	***12***	***16***	***8***	***10***	***4***	***4***	***16***	***174***	***$ 22,630***	***1,679***	***24,309***	***$ 15,180***	***$ 2,000***	***$ 1,000***	***$ 3,000***	***$ 3,177***	***$ 48,666***
E	Develop Performance Measures and Monitoring Protocols																								
1	Develop Monitoring Protocols and Biodiversity Inventory (Meeting 10)	4	8		8		2	4	12	12	8	4				62	$ 8,170								
2	Evaluate Technology and Tools for Monitoring Data Collection	4	10		10	2	2		8	8		4			6	54	$ 7,020								
3	Prepare Draft and Final Performance and Monitoring Plan	4	8		12	2		8		24	12	8	12	8	8	106	$ 12,520								
4	Draft Final Vegetation and Biodiversity Management Plan	6	20		8	2	6	4	30	30	8		8	8	8	138	$ 16,090								
	Subtotal	***18***	***46***	***-***	***38***	***6***	***10***	***16***	***50***	***74***	***28***	***16***	***20***	***16***	***22***	***360***	***$ 43,800***	***2,314***	***46,114***	***$ 5,000***	***$ 1,000***	***$ 1,000***	***$ 3,000***	***$ 1,500***	***$ 57,614***
F	Public and Stakeholder Involvement																								
1	Public Meeting 1 - Education and Solicitation of Input	2	14		4	16								4	2	42	$ 5,440								
2	Public Meeting 2 - Present Preliminary Conclusions	2	14		4	16								4	2	42	$ 5,440								
3	Parks and Open Space Commission Meeting		4			4							2	2											
4	Public Meeting 3 - Present Draft Plan	2	14		4	16								4	2	42	$ 5,440								
5	MCOSD Board of Directors Meeting		4			4							2	2											
	Subtotal	***6***	***50***	***-***	***12***	***56***	***-***	***-***	***-***	***-***	***-***	***-***	***2***	***16***	***6***	***126***	***$ 16,320***	***1,490***	***17,810***	***$ 552***	***$ -***	***$ -***	***$ -***	***$ 83***	***$ 18,444***
Total Hours per Person		46	264	-	244	152	48	76	136	146	80	56	42	48	66	***1,424***									
ESA Labor Cost by Person		***$ 8,050***	***$ 42,240***	***$ -***	***$ 39,040***	***$ 16,720***	***$ 5,520***	***$ 11,020***	***$ 15,640***	***$ 13,140***	***$ 10,000***	***$ 8,960***	***$ 3,990***	***$ 3,840***	***$ 4,290***	***$ 182,450***									
ESA Total Labor, Fees and Direct Costs																	***$ 180,740***	***$ 10,922***	***$ 191,662***						
Sub-consultants Labor Costs and Fees																				***$ 63,776***	***$ 9,200***	***$ 6,000***	***$ 14,000***	***$ 13,946***	
Total Sub-consultant Costs and Fees																								***$ 106,922***	
	ESA Labor Statistics																								
	Percent of ESA Effort - Labor Hours Only	3.2%	18.5%	0.0%	17.1%	10.7%	3.4%	5.3%	9.6%	10.3%	5.6%	3.9%	2.9%	3.4%	4.6%										
	Percent of ESA Cost	4.5%	23.4%	0.0%	21.6%	9.3%	3.1%	6.1%	8.7%	7.3%	5.5%	5.0%	2.2%	2.1%	2.4%										
	Percent of Effort - Individual Cost by Total Project Cost	2.7%	14.1%	0.0%	13.1%	5.6%	1.8%	3.7%	5.2%	4.4%	3.3%	3.0%	1.3%	1.3%	1.4%										
	Percentage by Consultant																		***64%***	***21%***	***3%***	***2%***	***5%***	***5%***	

TOTAL PROJECT PRICE **$ 298,585**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2008

PRODUCER
Woodruff-Sawyer & Co.
220 Bush St., 7th Floor
San Francisco CA 94104
(415) 391-2141

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

INSURED
Environmental Science Associates
225 Bush Street, Suite 1700
San Francisco, CA 94104

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liability [X] Stop Gap Employers GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	GEC001336706	01/01/2009	01/01/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Deductible: $ 5,000	AEC001336506	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEC001337406	01/01/2009	01/01/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Professional Liability Cov A. Claims-Made retro date 10/1/89	PEC001336806	01/01/2009	01/01/2010	Limit Each Claim Aggregate Limit Self-Insured Ret.	$ 1,000,000 $ 2,000,000 $ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

D208635.00 - Marin County Vegetation Management and Biodiversity Plan. As respects Commercial General Liability, the County of Marin and the Marin County Open Space District, its officers, employees, agents and volunteers are named Additional Insured per forms CG2010 (07/04) and CG2037 (07/04). Coverage is primary and non-contributory.

CERTIFICATE HOLDER

Marin County Department of Parks and Open Space
3501 Civic Center Drive, Room 415
San Rafael, CA 94903

LOAN #:

CANCELLATION 10 Day Notice for Non-Payment of Premium

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

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NAMED INSURED: Environmental Science Associates
POLICY NUMBER: GEC001336706

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Marin County Department of Parks and Open Space 3501 Civic Center Drive, Room 415 San Rafael, CA 94903	D208635.00 - Marin County Vegetation Management and Biodiversity Plan. As respects Commercial General Liability, the County of Marin and the Marin County Open Space District, its officers, employees, agents and volunteers are named Additional Insured per forms CG2010 (07/04) and CG2037 (07/04). Coverage is primary and non-contributory.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Marin County Department of Parks and Open Space 3501 Civic Center Drive, Room 415 San Rafael, CA 94903	D208635.00 - Marin County Vegetation Management and Biodiversity Plan. As respects Commercial General Liability, the County of Marin and the Marin County Open Space District, its officers, employees, agents and volunteers are named Additional Insured per forms CG2010 (07/04) and CG2037 (07/04). Coverage is primary and non-contributory.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".