

**ROSS VALLEY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES**

This Independent Contractor Agreement for Professional Services (“Agreement”) is made and entered into as of the ____ day of _____, 2011 between the Ross Valley School District, San Anselmo, California (“District”) and **Amy Skewes-Cox** (“Contractor”), (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advise in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall provide CEQA Consultant Services for Tasks 1 through 4 only **White Hill School** as described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“Services” or “Work”):
2. **Term.** Contractor shall commence providing services under this Agreement on _____, 2011 and will diligently perform as required and complete performance by _____, 2011.
3. **Submittal of Documents.** Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- | | |
|--------------|--|
| <u> X </u> | Signed Agreement |
| <u> X </u> | Workers' Compensation Certification |
| <u> X </u> | Fingerprinting/Criminal Background Investigation Certification |
| <u> X </u> | Insurance Certificates and Endorsements |
| <u> X </u> | W-9 Form |
| _____ | [OTHER] |

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifty Seven thousand Dollars (\$57,000.00). District shall pay the Contractor according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. _____
5. **Expenses.** District shall not be liable to the Contractor for any costs or expenses paid or incurred by the Contractor in performing services for District, except as follows:
 - 5.1. Not applicable.

No expenses shall be allowable without the prior written approval of the District.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation.

Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the work herein contemplated, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, and the District is interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 7.1. Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Contractor represents that the Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Contractor and the District agree to participate in meetings to discuss the District's Strategic Plan, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
 - 8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
9. **Originality of Services.** Except as to standard generic details, the Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to the Contractor and shall not be copied in whole or in part from any other source, except that submitted to the Contractor by the District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations that the Contractor transacted under this Agreement. The Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to the Contractor and shall conduct audit(s) during the Contractor's normal business hours, unless the Contractor otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate the Contractor only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by the Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

12.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, the District shall only be obligated to compensate the Contractor for services satisfactorily rendered to the date of termination. Written notice by the Contractor shall be sufficient to stop further performance of services to the District after the expiration of the thirty (30) day notice period. Contractor acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by the Contractor exposing the District to liability to others for personal injury or property damage; or

12.3.3. the Contractor is adjudged a bankrupt, the Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

13. **Indemnification.** To the furthest extent permitted by California law, the Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. **Insurance.**

14.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

14.2. **Proof of Carriage of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If the Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon the Contractor’s receipt of a written termination notice from the District. If the Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, the Contractor shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Contractor and all Contractor’s employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that the Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 22.1. Requesting that the District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of the Contractor, the Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
 Ross Valley School District
 110 Shaw Drive
 San Anselmo, California 94960
Attn: Eileen Rohan, Superintendent

Contractor
 Amy Skewes-Cox, AICP
 P.O. Box 422
 Ross, California 94957
Attn: Amy Skewes-Cox, AICP

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 27. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located.
- 28. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 29. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 30. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 32. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 34. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Ross Valley School District

By: _____

By: _____

Name: Eileen Rohan

Print Name: _____

Title: Superintendent

Print Title: _____

Information regarding Contractor:

Contractor: _____

Employer Identification and/or Social Security
Number

License No.: _____

Address: _____

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

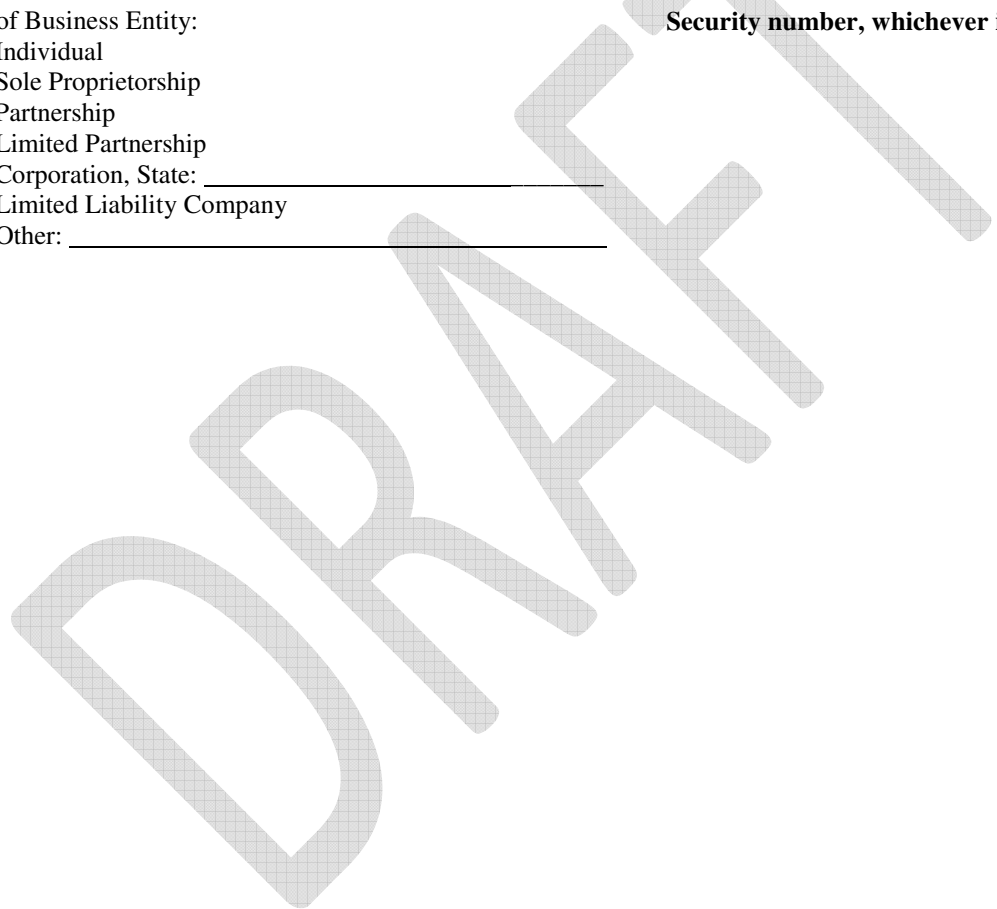
Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____



WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

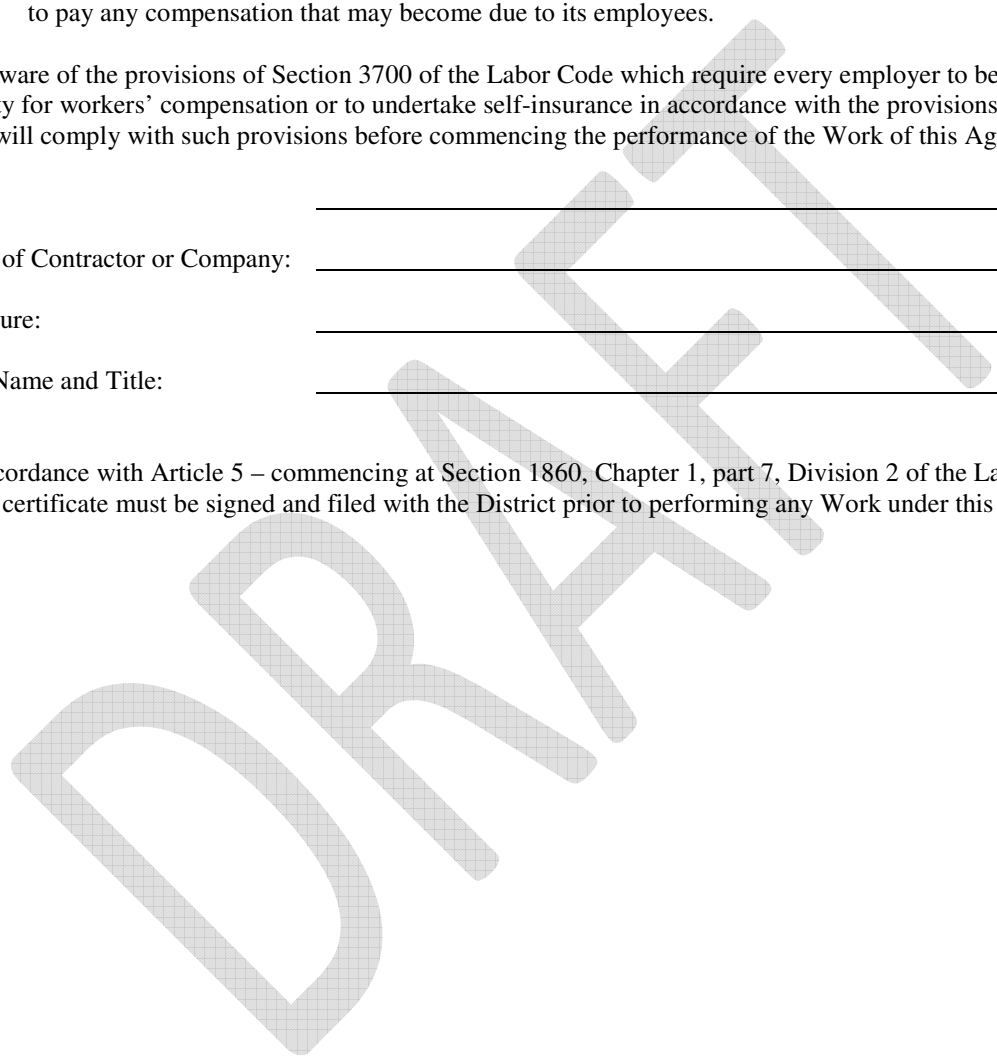
Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)



FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Professional Services (“Agreement”):

X **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative’s Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel.

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Date: _____
District Representative’s Name and Title: _____
Signature: _____

[MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE.] I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____
Name of Contractor or Company: _____
Signature: _____
Print Name and Title: _____

EXHIBIT “A”
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

All services as described for White Hill School only.

1. Approach and Scope of Work

The Ross Valley School District seeks California Environmental Quality Act (CEQA) consultant services for compliance for the following projects:

- New Construction and Modernization of White Hill Middle School;
- Replacements and upgrades to safety and communication systems, repair or replacement of building systems and renovation, and site improvements at Brookside Elementary School (Lower and Upper Campuses), Wade Thomas Elementary School, and Manor Elementary School.

The CEQA consultant will be the Ross Valley School District’s advisor for the projects and will be responsible for ensuring that the Ross Valley School District complies with CEQA’s procedural requirements for public school projects. The CEQA consultant will be responsible for preparing the appropriate notices and environmental studies, responding to public comments, and attending and participating in public hearings and meetings. Amy Skewes-Cox, AICP, working with staff of ESA, will work closely with District staff and the selected architect(s) to collect background information and project design graphics that will be critical to the CEQA analysis. **We assume that the District’s architects will provide graphics that are ready for incorporation into the Initial Study in PDF format (e.g., Site Plan and Elevations for White Hill).**

At this time, we assume that Categorical Exemptions can be applied to the four elementary school sites, on the assumption that the proposed capacity will be less than 25 percent of the existing capacity¹. We are assuming that the capacity for White Hill Middle School may be greater than 25 percent and that the most appropriate CEQA document would be an Initial Study/Mitigated Negative Declaration (IS/MND). For this reason, our scope of work focuses on the tasks for the IS/MND. We address the Categorical Exemptions under Task 5 below.

At this time, we do not think that an Environmental Impact Report (EIR) would be necessary, but should clarify that if any potentially significant impacts from site development at White Hill would not be able to be mitigated, an EIR would be warranted. **Also, any “fair argument” raised by neighbors or agencies related to the IS/MND may also warrant the need for an EIR and this can be discussed with the District’s attorney after the results of the IS/MND are known.** If requested, we can provide a cost estimate and schedule if this option is found to apply.

While the CEQA team can work quite independently throughout the process, there will be times when District assistance will be required. This is most important during the initial stages when the project description is being developed, and later when administrative drafts of public documents require internal review and comment. Specific tasks to be completed are identified below.

¹ It is possible that this may not be the case for Brookside Upper and Lower campuses. At this time, we propose the Categorical Exemption work as a separate task as we assume this may also be done under a separate contract.

Task 1: Project Management and Coordination

The Project Manager, Amy Skewes-Cox, AICP, will be the primary point of contact for the CEQA project team, and will ensure the team's responsiveness to the requirements of the Ross Valley School District. Amy will oversee the preparation of all work products, monitor project progress, ensure the technical accuracy of all deliverables, and maintain the performance schedule. She will also monitor budget expenditures, coordinate meetings, and interact as necessary with the Ross Valley School District staff and other parties involved in the environmental documentation process.

Task 2: Project Meetings and Board Hearing

Amy Skewes-Cox, the Project Manager, will participate in regular project meetings with the Ross Valley School District. Meetings may include, for example, an initial project start-up meeting and meetings necessary to address issues pertinent to the environmental review of the proposed project. This scope assumes up to three (3) meetings attended by the Project Manager. Wherever feasible and practical, we would encourage additional meetings by conference phone call to facilitate broader participation at reduced expense.

Ms. Skewes-Cox will attend one Ross Valley School District Board meeting to present information relevant to the CEQA work. This meeting is assumed to be necessary for formal adoption of the Initial Study/Mitigated Negative Declaration. CEQA team members can be available to attend meetings beyond those identified above, on a time-and-materials basis, as requested by the Ross Valley School District.

Task 3: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration for White Hill Middle School

Based on our understanding of the project, this scope of work anticipates that an Initial Study/Mitigated Negative Declaration (IS/MND) would be the appropriate CEQA document for the modernization of White Hill Middle School. The reason that the Initial Study is recommended is that overall capacity is likely to increase by over 25 percent of existing capacity (which is the limit allowing Categorical Exemptions) and the scale of the project is significantly greater than the other campuses, resulting in a need to allow public input into the CEQA process. At this time, we assume that all potential impacts can be reduced to a level of less than significant, thus avoiding the need for an Environmental Impact Report (EIR). That said, the District should be aware that an EIR may be needed if the Initial Study results in identifying any significant, unavoidable impacts or if the level of controversy appears to warrant additional CEQA analyses based on the "fair argument" doctrine.

The tasks associated with preparing and filing Categorical Exemptions for the other sites are addressed under Task 5 below.

We will prepare an Initial Study in accordance with Appendix G of the CEQA *Guidelines*. The analysis in the Initial Study will present substantial evidence to support that the project either would or would not result in a significant effect on each of the environmental factors potentially affected. Where appropriate, the Initial Study will identify measures that will mitigate potential environmentally significant impacts to less-than-significant levels. A detailed list of all technical tasks is presented below.

This draft scope of work is subject to approval and revision by the Ross Valley School District, the lead agency for purposes of CEQA, in accordance with the CEQA *Guidelines* Section 15367. Nothing stated herein should be deemed a prior determination of any significant environmental effect of the proposed project.

We will coordinate with the District's Project Team to confirm the basic CEQA Project Description and fundamental assumptions concerning the environmental analysis. Amy Skewes-Cox will prepare and submit to the Project Team a detailed Project/Site Data Request List identifying specific information

required from the Ross Valley School District necessary to prepare the environmental analysis. Close coordination with the District's architect will be critical in the early stages of the CEQA process.

This scope of work includes all work required to address the environmental topics in the Initial Study based on our project understanding, including site visits and review of the Draft Master Plan completed for the District. Without any detailed Site Plans at this time, we have prepared a generalized scope that may require refinement when specific designs are finalized.

We will submit an Administrative Draft of the Initial Study and, if the conclusions of the document merit it, a draft Mitigated Negative Declaration. As a part of our quality assurance, we will review the document for consistency, grammar, and adequacy under CEQA prior to submittal of the Initial Study. We propose the following specific scope of work for these environmental topics:

Aesthetics

The project will involve constructing new school buildings within the current school boundaries of the White Hill campus. The project may substantially change the visual character of the site as seen from Glen Drive or public spaces. The analysis will identify view corridors across the project site and analyze impacts on public views from short- and long-range vantage points. The analysis will consider whether development of the proposed project will substantially degrade publicly accessible scenic vistas or resources, visual character or quality, or have an adverse effect due to increased light or glare. **We assume that the architects will provide elevations for the new buildings no later than 2 weeks prior to submittal of the Administrative Draft IS/MND**

Tasks to be completed include, but are not limited to, the following: conduct initial site reconnaissance to document existing visual/aesthetic conditions; summarize and evaluate local polices, guidelines, and/or regulations pertaining to aesthetics; analyze and describe changes in the visual environment resulting from project implementation; assess any changes to view corridors; describe potential for light and glare impacts; and identify mitigation measures for any potential aesthetics impacts.

Air Quality and Greenhouse Gas Emissions

White Hill Middle School lies within the San Francisco Bay Area Air Basin, which is designated as a "nonattainment" area with respect to the state and federal standards for ozone and the state standards for particulate matter. The Bay Area Air Quality Management District (BAAQMD) is the agency responsible for enforcing air quality regulations in the San Francisco Bay Area. The project could potentially affect air quality in two ways: 1) during the renovation, building improvement and construction phases, the project would generate dust that could lead to adverse health effects as well as nuisance concerns such as reduced visibility and soiling of exposed surfaces; 2) during the operational phase, the project would contribute to regional ozone and particulate matter largely through the generation of motor vehicle trips, and also through area sources (e.g., natural gas and electricity consumption). Given the nature of the project, it is not likely that the project could contribute to cumulative effects based on either a cumulatively considerable increase in operational emissions of criteria air pollutants. It is also assumed that the White Hill Middle School project would not be inconsistent with the Town of Fairfax General Plan, or inconsistent with the BAAQMD's Bay Area Clean Air Plan.

The Air Quality section will include a brief description of the regional and regulatory setting and the potential for the project to generate air pollutant emissions. The analysis will consider criteria air pollutants (i.e., nitrogen (NO_x), reactive organic gases (ROG), particulate matter (PM₁₀ and PM_{2.5}) and greenhouse gases, which can have an impact on climate change. Tasks to be completed by staff of ESA include, but are not limited to, the following: summarize the local and regional meteorology, topographic factors affecting pollutant dispersion, and ambient air monitoring data; use the Urban Emissions Model (URBEMIS) 2007, version 9.2.4 to estimate future criteria air pollutant emissions associated with project

development; and use the URBEMIS 2007 model to estimate direct greenhouse gas (GHG) emissions, primarily CO₂, generated by short-term construction and long-term operation of the project. Indirect emissions of greenhouse gases (from the electrical demand of the project) will also be quantified using general methodologies and emission factors from the 2008 California Climate Action Registry General Reporting Protocol. We will identify practical, feasible mitigation measures for potential air quality and GHG impacts resulting from the project.

Biological Resources

The project site is largely developed except for a level grassy area north of the existing solar panels on the campus. It is adjacent to residential areas on the south, west, and east. Vegetation on the project site includes ornamental landscaping with playing fields. An open space area is north of the project site. ESA staff will evaluate the Ross Valley School District construction plans for White Hill Middle School to determine potential impacts on biological resources. ESA staff will also determine effects due to tree removal activities in accordance with any applicable tree preservation ordinance. Removal of trees could also result in impacts to red-tailed hawk and other nesting raptors protected by the California Department of Fish and Game (CDFG) Code.

Tasks to be completed by ESA staff include, but are not limited to, the following: consult with the California Natural Diversity Data Base (CNDDDB), as well as California Native Plant Society (CNPS) publications; obtain additional information on special status species, communities of concern, and permit requirements through consultation with biologists at the U.S. Fish and Wildlife Service (USFWS) Endangered Species Office and the CDFG; summarize and evaluate federal, state, and local policies and regulations as they pertain to biological resources in the area; evaluate potential tree removal at the project site; and propose mitigation measures, as needed, to reduce impacts to less than significant levels.

Cultural Resources

White Hill Middle School was originally constructed in 1967, with additions and renovations occurring several times since then. Although the existing campus buildings are not 45 years old or older, they may still be eligible for listing in the California Register of Historic Resources (CRHR) if other criteria apply, such as important historic associations or the work of a master architect. The proposed project would construct new facilities and demolish existing facilities which could have a significant impact on the historic and cultural resources on the school property.

Tasks to be completed by ESA staff include, but are not limited to, the following: conduct a records search of the proposed project area in the California Historical Resources Information System (CHRIS) Northwest Information Center to determine if any previously recorded cultural resources are known to exist within or immediately adjacent to the project site; review geologic maps to determine the sensitivity of the area with regards to paleontological resources; contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File to determine if any listed Native American traditional cultural properties are located within or adjacent to the project area; identify character defining and contributing elements of any potential historic resources and analyze their integrity, completing a State Department of Parks and Recreation (DPR) Form 523, as appropriate; identify feasible mitigation measures, if necessary.

Geology and Soils

The White Hill site is located in the Town of Fairfax on the east side of the San Andreas Fault and within an area of high risk of groundshaking during earthquakes. Tasks to be completed by ESA staff include, but are not limited to, the following: review site geologic conditions using published reports and maps available from sources including the US Geological Survey (USGS) and California Geological Survey (CGS) as well as any geotechnical reports for the project site, if available; evaluate and summarize previous available geotechnical investigations prepared for the project area and compare these studies with known geologic and seismic information for this area; identify types and depths of geologic materials

on the project site and identify the manner in which any proposed grading, excavation, and other soil disturbances could cause soil erosion or loss of topsoil; identify and map the major earthquake fault systems in the region, their distance to the site, earthquake histories, and potential to generate large earthquake magnitudes; identify areas on the site subject to ground failure caused by liquefaction and/or soils and conditions that could be subject to such hazards based on known performance elsewhere; and develop mitigation measures, as appropriate, to reduce the significance of the impacts. Our analysis will consider the project description, local ordinances, and seismic mitigation requirements set forth by the State of California. **We would request that the geotechnical report for the site be provided no less than 3 weeks prior to submittal of the Administrative Draft IS/MND.**

Hazards and Hazardous Materials

The proposed project would include both renovation and new construction on existing Ross Valley School District property. Past construction practices and materials used are of greater concern than the potential for future hazardous substance use and contamination related to the proposed improvements and additions. Therefore, for the purposes of this scope of work, the hazardous materials discussion relates primarily to activities associated with site preparation and demolition activities, and any potential residual concentrations of hazardous substances which may pose a threat to future attendees of the school. The Hazards and Hazardous Material section will discuss potential sources of contamination to soil or groundwater or those that could expose construction workers and future school attendees to certain health hazards. The most common hazardous materials found in older buildings are asbestos, polychlorinated biphenyls (PCBs), and lead-based paint. Potential hazards of these materials stem from improper handling or disposal. If any unidentified hazardous building materials were to remain in existing buildings, these materials could cause adverse health impacts if human exposure were permitted during renovation and/or demolition. Construction workers and the public could be exposed to contaminants in buildings during demolition. Furthermore, hazardous materials could be inappropriately released to the environment as hazardous waste.

Tasks to be completed by ESA staff include, but are not limited to, the following: develop a comprehensive understanding of the existing site conditions as they relate to past releases of hazardous materials into the underlying soils and groundwater; review databases for local and state agencies such as California Department of Toxic Substance Control and the Regional Water Quality Control Board, as needed, to determine risks and current regulatory closure status of nearby and onsite contaminated properties; review any available Phase I reports, soil and groundwater studies; and develop mitigation measures, as appropriate, to reduce the significance of any identified impacts.

Hydrology and Water Quality

Ross Valley is one of the watershed lands draining to Richardson Bay, a shallow, protected, biologically-rich wildlife preserve. The net increase in impervious surfaces could increase storm water runoff volumes and affect surface water quality. Storm water pollution from surface-borne contaminants such as oils, fuels, dust, can degrade water quality in the receiving surface waters. In addition, temporary water quality degradation could be an issue during construction of the proposed project.

Tasks to be completed by ESA staff include, but are not limited to, the following: formulate an understanding of the surface hydrology of the project area and vicinity giving particular attention to significant drainage features and facilities, and local storm water collection infrastructure that serves the project area; review the proposed grading and drainage plan, if available, and determine whether the expected drainage patterns and volumes could be adequately controlled with the proposed drainage features; evaluate storm water quality control management strategies proposed under the project to determine whether the proposed strategies would effectively degrade, control, or improve the quality of storm water flowing off the proposed site during construction and operation of the project; review current online versions of the FEMA's Flood maps to determine whether the area is susceptible to flooding; and provide mitigation measures, as appropriate, to reduce the significance of any identified impacts. We will contact the

County's Department of Public Works to determine if any on-site plans related to flood control are proposed.

Land Use/Planning

Pursuant to the California Government Code regarding school districts, on-site improvements would be exempt from requirements of local land use controls. The proposed project, a public school, is a permitted use. Tasks to be completed by Amy Skewes-Cox include, but are not limited to, the following: identify and map existing land uses on the project site and in the immediate vicinity; review applicable land use plans of local and regional public agencies having jurisdiction over the project, but note that the project is exempt from local land use regulations; discuss the relationship of the proposed project to any foreseeable development plans for adjacent and nearby properties; assess whether the project would conflict with existing nearby land uses; and identify feasible mitigation measures, if necessary.

Noise

Noise impacts associated with the project would be both short- and long-term in nature. Building renovations and improvements and other construction activities at the project site would temporarily affect ambient noise levels in the vicinity. The project could also affect long-term noise levels in the area through activities such as the operation of HVAC systems, potential school bells and PA systems in areas where such equipment is currently not used. The new buildings would be constructed adjacent to existing school facilities that we assume would be occupied during construction. The Initial Study will consider whether there is a potential to expose students to unacceptably high levels of noise.

Tasks to be completed by ESA staff include, but are not limited to, the following: describe and discuss existing major noise sources in the vicinity of the project site based on information available from the Town of Fairfax General Plan, field reconnaissance, and site specific noise measurements that will include up to four (4) short-term measurements (5 to 10 minutes) in the project vicinity during the peak traffic hours when school is in session; summarize applicable noise regulations, policies, and standards included in the Town of Fairfax General Plan and Noise Ordinance; identify the noise-sensitive land uses or activities in the vicinity of the project area and roads that would receive motor vehicle traffic generated by construction vehicles and project development; identify any noise generators in the vicinity that could affect the school; discuss construction equipment noise levels; estimate (as needed) future noise levels for the proposed project based on information in the traffic analysis; and identify feasible, appropriate noise mitigation measures to avoid or reduce any adverse noise impacts.

Population and Housing

Few or no impacts are expected as related to population and housing. The IS/MND will document that implementation of the proposed project would not induce substantial population growth to the area directly or indirectly (by infrastructure improvements) or displace a substantial number of existing housing or residents, necessitating the construction of replacement housing elsewhere. These issues are specific CEQA thresholds of significance.

Public Services and Recreation

The proposed project would result in new development on the school site, but would not change the need for local public services and utilities significantly. Tasks to be completed by Amy Skewes-Cox include, but are not limited to, the following: describe existing facilities, staffing and response times for the Fairfax Police Department and the Ross Valley Fire Department; identify nearby parks and recreation facilities, and describe park service ratios for the Town of Fairfax; describe any security measures the District proposes or that the Town may request as part of the project; describe fire protection measures already required by the Uniform Building Code and/or the Division of the State Architect, and measures proposed as part of the project; identify whether the proposed project would require the service provider

to build additional facilities or expand existing facilities in order to provide acceptable service ratios; and identify feasible mitigation measures, if necessary.

Transportation/Traffic

The expansion of White Hill Middle School could alter existing traffic and circulation patterns in the site vicinity due to the potential increase in number of employees and students at the school. ESA staff will address the CEQA checklist items and prepare a comprehensive evaluation of potential transportation impacts associated with the proposed expansion. A detailed traffic analysis will be prepared in-house by ESA transportation staff. Issues of concern that will be included in the Traffic and Circulation section are assessment of project-generated vehicle trips on traffic conditions at the area intersections, as well as the adequacy of the project site's access, circulation, and loading (drop-off/pick-up) zone as they pertain to employee/student safety and traffic safety on neighboring streets.

Tasks to be completed by ESA staff include; the following: conduct field reconnaissance of physical characteristics of the site and the surrounding transportation network to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, surrounding land uses, and the locations of pedestrian, bicycle, and transit facilities; conduct AM and PM peak-period manual intersection turning movement counts for the Sir Francis Drake Boulevard and Glen Drive intersection and up to two additional study intersections along Sir Francis Drake Boulevard that would likely be affected by project-generated traffic; prepare an intersection analysis, consistent with other transportation impact studies in the Town of Fairfax, at intersections during the AM and PM peak hour condition using the TRAFFIX level of service analysis software; estimate the amount of traffic generated by the proposed project using standard Institute of Transportation Engineers trip generation rates; estimate the direction that trips would use to approach and depart from the project site, based on existing travel patterns; identify the near-term impacts of the proposed development on the surrounding roadway system; identify impacts to pedestrian, bicycle, and transit facilities; calculate cumulative-condition AM and PM peak-hour intersection LOS (with and without the proposed project) and determine the project's contribution to intersection LOS; and identify feasible mitigation measures, if necessary.

Utilities and Service Systems

The proposed project could result in slight increases in demand for domestic water supply, water and wastewater treatment, storm water drainage, and increase in demand for landfill capacity. Tasks to be completed by Amy Skewes-Cox and ESA staff include, but are not limited to, the following: identify all water supply and wastewater treatment providers, and generally describe their existing facilities, current capacity, and current demand; estimate additional domestic water demand that could be generated by the proposed project and assess whether the additional demand would result in the need for new or expanded facilities; estimate additional wastewater flow and treatment demand that could be generated by the proposed project and assess whether the additional demand would result in the need for new or expanded facilities; determine if the proposed project could result in the need for new storm water treatment facilities that would result in the need for new or expanded facilities; discuss the Town's solid waste program and whether the landfill now used by the Town has existing capacity to serve the project; and identify feasible mitigation measures, if necessary.

Other Topics

Agriculture and Forestry Resources and Mineral Resources will also be discussed briefly in the IS/MND; however, no impacts related to these topics are expected.

Mandatory Findings of Significance

We will prepare a brief section on Mandatory Findings of Significance to guide the District in its discussion of whether an EIR is required for this project.

Deliverables

- *Five (5) hard copies of the Administrative Draft IS/MND and MS Word and PDF versions of the documents on CD for District staff review*

Task 4: Incorporate Ross Valley School District Comments and Prepare Draft IS/MND and Notice of Intent for White Hill Middle School

We will make revisions or corrections to the Administrative Draft IS/MND based on comments from the Ross Valley School District and provide a screencheck version within two weeks of receipt of comments on the Administrative Draft. We will finalize the Draft IS/MND within one week of approval of the screencheck version.

We will prepare a Draft Notice of Intent (NOI) to Adopt the Mitigated Negative Declaration. Pursuant to Section 15072 of the CEQA *Guidelines*, the NOI shall provide a brief description and location of the project; the starting and ending dates for the review period during which the Ross Valley School District will receive comments on the proposed MND; the date, time, and place of any scheduled public meetings or hearings to be held by Ross Valley School District on the proposed project when known to the District at the time of notice; the address or addresses where copies of the proposed MND are available for review; and other required information.

Deliverables

- *MS Word and PDF format versions of the Draft IS/MND on CD for Screencheck review*
- *Twenty-five (25) hard copies of the Draft IS/MND for public distribution; and MS Word and PDF format versions of the documents on CD*
- *MS Word and PDF format versions of all required notices*
- *Ten (10) hard copies of the MMRP and MS Word and PDF format versions of the MMRP on CD*

Task 5: Prepare Categorical Exemptions for Improvements at Brookside, Manor, and Wade Thomas Elementary Schools

This task is assumed to be covered under a separate contract from the IS/MND discussed above for White Hill Middle School. There are a number of improvements proposed for Brookside Elementary School (Lower and Upper Campuses), Manor Elementary School, and Wade Thomas Elementary School. It is anticipated that these improvements are eligible for Categorical Exemptions from CEQA because they will be upgrades and primarily internal repairs to existing structures. If, upon closer examination, any of these projects are determined to be not exempt from CEQA, an IS/MND may be the appropriate document to fulfill CEQA. This is especially relevant if any of the school sites has historical merit that could be compromised by the proposed renovations (e.g., changes to windows if buildings are greater than 50 years old and have historic merit).

This draft scope is preliminary and subject to approval and revision by the Ross Valley School District, the lead agency for purposes of CEQA, in accordance with CEQA Section 15367. It is assumed that four Categorical Exemptions will be prepared (one for the improvements proposed at each school site called out above). We will provide the necessary documentation to support that the minor improvements are eligible for a categorical exemption from CEQA. We would also file the Categorical Exemptions with the Marin County Clerk pursuant to CEQA *Guidelines* Section 15062.

Deliverables

- *Five(5) hard copies each of the Categorical Exemptions and PDF format versions of the document on CD*