

**POINT BLUE CONSERVATION SCIENCE
LANDOWNER AGREEMENT**

This agreement is entered into by the Point Reyes Bird Observatory (“PRBO”), Inc doing business as Point Blue Conservation Science (“Point Blue”), a California nonprofit organization, and Sonoma County Regional Parks, a local governmental organization (“Landowner”).

PERTINENT FACTS

- A. Point Blue is a California public benefit corporation exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code.
- B. Landowner owns certain real property located in the County of Sonoma, California, and described in Exhibit A (the “Property”).
- C. Point Blue desires to undertake and maintain the Climate Smart Restoration for Resilient Sonoma County Cities (the “Project”) on the areas of the Property shown in Exhibit B (the “Project Site”). The Project will restore native vegetation in the riparian oak woodland habitats as described further in Exhibit C.
- D. Landowner recognizes the benefits of the Project to the natural resource values of the Property and desires to allow Point Blue to undertake and maintain the Project on the Property.
- E. Point Blue has a pre-existing and ongoing Revocable License Agreement for Entry and Use of County Facilities (“Revocable License Agreement”) with Landowner, dated September 14, 2018, setting out the terms and conditions under which Point Blue is permitted to enter onto the Project Site. (Attached as Exhibit G.) Point Blue will enter into a new Revocable License Agreement for Entry and Use of County Facilities (“Revocable License Agreement”) with Landowner to be concurrent with and for the same term as this Landowner Agreement. (Attached as Exhibit H.)
- F. On November 17, 2017, the California State Coastal Conservancy (“Conservancy”) authorized a grant to PRBO, subsequently awarded under Grant Agreement No.18-022, to restore native vegetation along a tributary to Crane Creek on the Property (the “Project”). The Project will be implemented on the areas of the Property shown in Exhibit B (the “Project Site”).

- G. Public Resources Code § 31116 authorizes the Conservancy to award grants to nonprofit organizations for the purposes of Division 21 of the Public Resources Code. Public Resources Code § 31116 requires an agreement sufficient to protect the public interest in any improvements or development constructed under a grant to a nonprofit organization; this agreement must be recorded in the county in which the real property is located.
- H. Grant Agreement No.18-022 was conditioned on Point Blue and the Landowner executing an agreement to enable Point Blue to implement, manage, maintain, and operate the Project.

POINT BLUE AND LANDOWNER, in light of the Pertinent Facts, agree as follows:

1. **DURATION**. The term of this agreement is from the date last signed by a party below. This agreement expires on, and will have no further effect after December 31, 2043.
2. **SITE ACCESS**. Landowner hereby grants to Point Blue, it's employees, contractors, volunteers, agents, and representatives, the right to enter the Property for purposes of implementing, managing, monitoring, maintaining, and operating the Project. Point Blue shall notify Landowner 48 hours before entering the Property to commence the Project, and such notice shall identify the estimated dates of work on the Property.
3. **PROJECT PROTECTION**. Landowner shall not engage in any practice nor undertake any act that impairs, damages or reduces the effectiveness of the Project and Landowner shall prevent any such practices or acts by any person acting for, on behalf of, or under right or permission granted by Landowner.
4. **LANDOWNER'S USE OF THE PROPERTY**. Landowner reserves the right to use the Property in any manner, provided that such use is consistent with Landowner's obligations under paragraph 3, above, and does not unreasonably interfere with Point Blue's rights under this agreement.
5. **MITIGATION**. Landowner shall not use, or allow others to use, the Project Site for mitigation unless the Landowner has obtained written authorization from Point Blue and the Authority, which authorization may be conditioned upon Landowner's agreement to forward to Point Blue or the Authority any compensation for the mitigation. The term "mitigation" means to compensate for adverse environmental effects and includes any use of the Project Site in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

6. **INSPECTIONS**. Landowner hereby grants Point Blue and the Conservancy, their officers, employees, contractors, agents, and representatives, the right to enter the Property at reasonable times to determine Landowner's compliance with this agreement. Point Blue shall provide Landowner with 72 hours advance notice before entering the Property pursuant to this paragraph.
7. **POINT BLUE'S RESPONSIBILITIES**: Point Blue's responsibilities during the Implementation, Establishment and Monitoring terms are described more specifically in Exhibit D – Point Blue Responsibilities, attached hereto and incorporated fully by reference as part of this Agreement.
8. **LANDOWNER'S RESPONSIBILITIES**: Landowner's responsibilities during the Implementation, Establishment and Monitoring Terms are described more specifically in Exhibit E – Landowner Responsibilities, attached hereto and incorporated fully by reference as part of this Agreement.
9. **THIRD PARTY BENEFICIARY**. The Conservancy is a third-party beneficiary of this agreement.
10. **REMEDY FOR BREACH**. Landowner acknowledges that the Project provides important wildlife habitat that is specific to the Project Site and not replaceable in other locations, and therefore, if Landowner fails to satisfy its obligations under Paragraph 3 of this agreement, the harm to Point Blue will not be adequately relieved by money damages alone. Landowner agrees that upon any breach, or threatened breach, of its obligations under Paragraph 3, Point Blue may seek equitable remedies from a court, including an injunction ordering Landowner to comply with its obligations.
11. **FORCE MAJEURE**. A Force Majeure Event is an event that is beyond Point Blue's and Landowner's reasonable control that materially and adversely affects Point Blue's and Landowner's ability to perform its obligations under this agreement, including wildfire, flood, earthquake, explosion, war, civil unrest, or other similar forces. Point Blue and Landowner will not be responsible for a failure to perform its obligations under this agreement if such failure to perform is caused by a Force Majeure Event. Point Blue and Landowner shall resume performance under this agreement as soon as practicable under the circumstances when the Force Majeure Event has abated. If a Force Majeure Event occurs, Landowner shall notify Point Blue of the date and details of such event.
12. **FORBEARANCE NOT A WAIVER**. In the event of a breach of this agreement, any forbearance on the part of Point Blue or the Conservancy to enforce the terms and provisions of this agreement shall not be deemed a waiver of Point Blue's or the Conservancy's right regarding any subsequent violation or breach.

13. **SEVERABILITY.** If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions remain unaffected.

14. **NOTICES.** Notices provided pursuant to this agreement shall be in writing and either a) personally delivered, b) sent by first-class mail, postage prepaid and return receipt requested, or c) sent by overnight courier service, addressed to the following addresses (or to a subsequent address of which notice has been provided in writing):

Manuel Oliva
Point Blue Conservation Science
3820 Cypress Drive, Suite 11
Petaluma, CA 94954

Hattie Brown
Sonoma County Regional Parks
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403

A notice provided pursuant to this agreement shall be deemed to have been given on: a) the date delivery if by provided by personal delivery, b) 48 hours after deposit with the US mail, or c) one business day after the date of deposit with an overnight courier service.

POINT REYES BIRD OBSERVATORY DBA POINT BLUE CONSERVATION SCIENCE

Manuel Oliva
President & CEO

Date

SONOMA COUNTY REGIONAL PARKS

Bert Whittaker
Director
Sonoma County Regional Parks

Date

EXHIBIT A
The Property

PROPOSED RAPOZO REGIONAL PARK

Being a portion of the lands of John F. Rapozo as described in that document recorded in Book 1118 of Official Records at Page 471, Sonoma County Records, and lying within the Rancho Cotati and being more particularly described as follows:

Beginning at the northwest corner of said lands of Rapozo as above mentioned; thence from said point of beginning and along the southwesterly boundary South $21^{\circ}19'22''$ East 339.65 feet to a 1" iron pipe set; thence South $55^{\circ}06'02''$ East 147.97 feet to a 1" iron pipe set; thence South $32^{\circ}14'18''$ East 2129.61 feet to a 1" iron pipe set; thence South $16^{\circ}16'02''$ East 1776.38 feet to a 1" iron pipe set; thence leaving said southwesterly boundary South $69^{\circ}43'10''$ East 16.78 feet to a 1" iron pipe set in the centerline of Pressley Road as it now exists, said 1" iron pipe being designated as Point "A"; thence from said Point "A" and along the centerline of Pressley Road on a curve to the right from a tangent that bears North $23^{\circ}30'38''$ East with a radius of 750.00 feet, through a central angle of $11^{\circ}42'32''$ for a distance of 153.27 feet; thence North $35^{\circ}13'10''$ East 149.56 feet; thence on a tangent curve to the left with a radius of 100.00 feet, through a central angle of $51^{\circ}16'47''$ for a distance of 89.50 feet; thence North $16^{\circ}03'37''$ West 354.89 feet; thence on a tangent curve to the right with a radius of 280.00 feet, through a central angle of $49^{\circ}37'35''$ for a distance of 242.52 feet; thence North $33^{\circ}33'58''$ East 140.29 feet; thence on a tangent curve to the left with a radius of 1000.00 feet through a central angle of $4^{\circ}30'52''$ for a distance of 78.79 feet; thence North $29^{\circ}03'06''$ East 545.97 feet; thence on a tangent curve to the right with a radius of 400.00 feet, through a central angle of $14^{\circ}15'10''$ for a distance of 99.50

feet; thence North $43^{\circ}18'16''$ East 236.82 feet; thence on a tangent curve to the left with a radius of 350.00 feet through a central angle of $8^{\circ}35'20''$ for a distance of 52.47 feet; thence North $34^{\circ}42'56''$ East 97.28 feet; thence on a tangent curve to the left, with a radius of 1200 feet, through a central angle of $13^{\circ}09'39''$ for a distance of 275.64 feet; thence North $21^{\circ}33'17''$ East 202.73 feet; thence on a tangent curve to the left with a radius of 600.00 feet, through a central angle of $19^{\circ}43'12''$ for a distance of 206.51 feet; thence North $1^{\circ}50'05''$ East 194.87 feet; thence on a tangent curve to the right with a radius of 200.00 feet, through a central angle of $40^{\circ}43'03''$ for a distance of 142.13 feet to a 1" iron pipe, said 1" iron pipe being designated Point "B"; thence from said Point "B" and leaving Pressley Road North $47^{\circ}26'52''$ West 63.88 feet to a 1" iron pipe; thence North $13^{\circ}35'09''$ West 443.10 feet to a 1" iron pipe; thence North $11^{\circ}51'35''$ West 361.08 feet to a 1" iron pipe set; thence North $1^{\circ}48'10''$ at 194.77 feet to a 1" iron pipe set on the north boundary of the above mentioned lands of Rapozo; thence along said northerly boundary North $88^{\circ}58'40''$ West 189.40 feet to a 1/2" iron pipe found tagged R. E. 7790; thence South $89^{\circ}38'01''$ West 980.45 feet to a 1/2" iron pipe found tagged R. E. 7790; thence continuing South $89^{\circ}38'01''$ West 1616.17 feet to the point of beginning of the hereinabove described tract of land.

Containing 128.84 acres.

EXHIBIT B

The Project Site

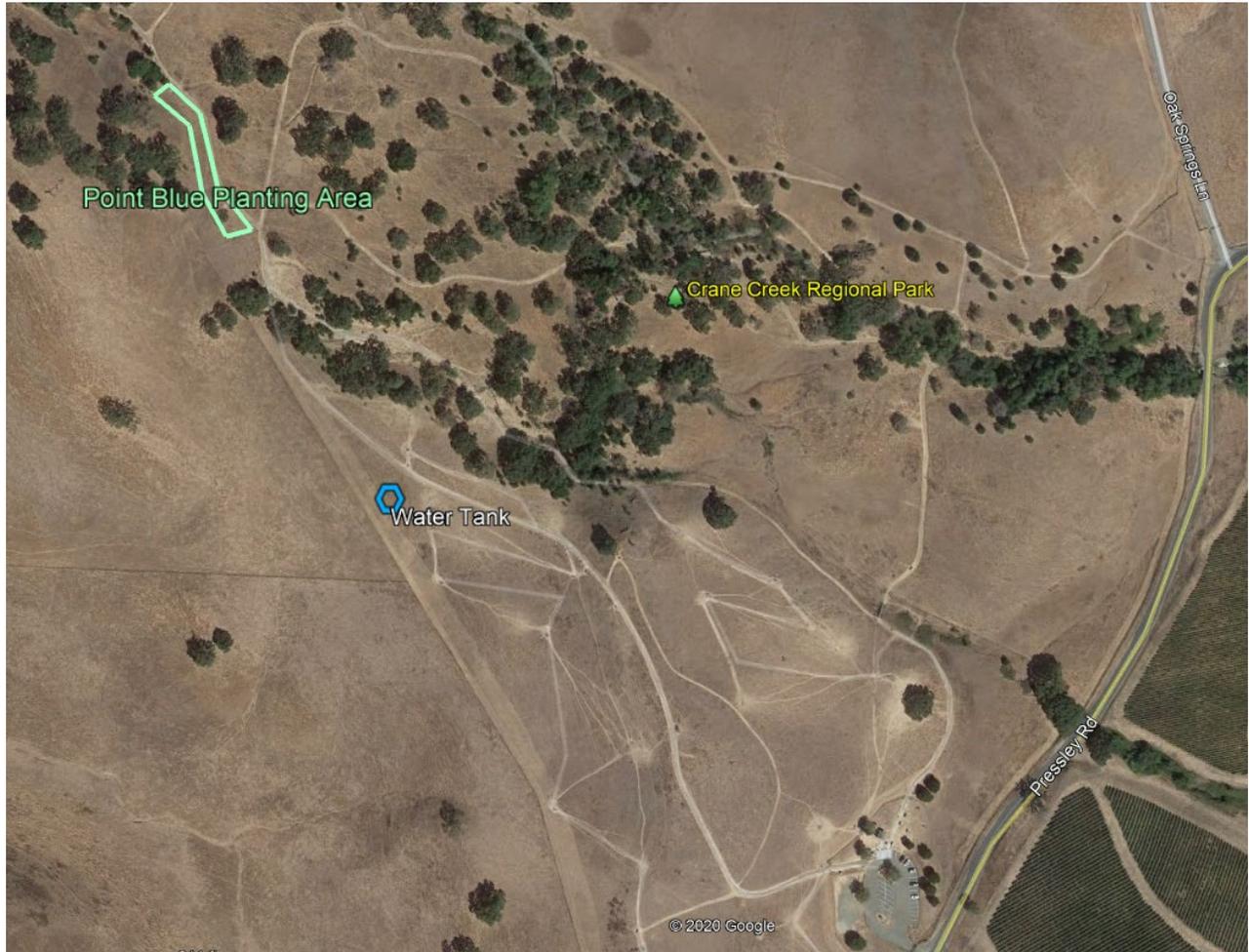


EXHIBIT C

The Project

Scope of Work

TASK 1 – REVEGETATION

SERVICES PROVIDED BY POINT BLUE:

- Staff will coordinate revegetation days planting approximately 85 plants at Crane Creek Regional Park.
- Staff will deliver lessons to students. Lessons will cover watershed and restoration science, as well as site specific education and details.
- Staff will organize a planting day with students and volunteers (or staff only if needed), and provide technical training, quality control, supervision, and all necessary tools and safety equipment.
- Staff will coordinate with nurseries, collect local seed, pick up plants and materials and arrange for a mulch delivery for the project.
- Staff or STRAW Faculty will provide additional in-class and/or field activities as requested by their teacher to supplement regular class curriculum. Examples of topics include macro invertebrates, water quality, ornithology, geology, and mapping.
- Teachers participating in these planting days will have the opportunity to participate in our annual Watershed Week, a free three-day professional development workshop and other network events during the school year which focus on environmental topics, and career training.

TASK 2 – IRRIGATION AND PLANT MAINTENANCE

SERVICES PROVIDED BY POINT BLUE

- Staff will regularly inspect planting from late spring through early fall for three summers after planting – as often as once per week, but no less than once per month for the first year, and a minimum of once to twice per month for the second year, completing the following services:
 - Procure and install irrigation system.
 - Arrange for water delivery to plants or tank for irrigation
 - Maintain plantings by weeding immediate area around installed plants, and repairing browse protectors.

- Irrigate plantings beginning approximately one month after the last rain or as soon as the soil dries out. Watering will occur weekly or biweekly through the late spring, summer, and early fall for two years after planting is complete.

TASK 3 – MONITORING

SERVICES PROVIDED BY POINT BLUE

- Utilizing the University of California Cooperative Extension's Riparian Zone Monitoring Plan protocol, staff will collect plant survival data for 3 annual visits to assess plant health and vigor by species.
- Staff will perform annual photo monitoring using the State Water Resources Control Board's SOP 4.2.1.4. Photo Monitoring protocol for 20 years.
- Staff will create an annual report describing work that occurred that year, survival monitoring results, recommended adaptive management activities (if needed), and provide photo monitoring photos for three years.
- Annual reports will be shared with Sonoma County Regional Parks.

GENERAL TIMELINE

- August – January: Review fencing and cattle grazing plan with Sonoma County Regional Parks and work with Sonoma County Regional Parks to install fencing to protect project as needed.
- October – March: Secure caging materials, biodegradable weed protection, plants and direct seeds for planting, delivery of materials to site, installation of plants
- March – June: Irrigation installation or plan for hand watering
- May – September: Irrigate plants and hand weed within 1-3 feet around each plant.
- August – December: Annual monitoring for plant survival
- Ongoing:
 - Hand water installed plants as needed during dry weather with water trailer
 - Weed around installed plants as needed
- Work on Grant Agreement No. 18-022 can commence as of September 12, 2018

EXHIBIT D

Point Blue Responsibilities

Point Blue agrees to the following responsibilities for the duration of this Agreement to ensure Project success, and to support the Landowner and other stakeholders in achieving land stewardship practices that result in the enhancement of our watershed's natural resources.

1. Point Blue commits to timely communication to successfully implement scope of work and address project challenges.
2. Point Blue will provide at least 48 hours advance written notice for each entry onto the Property for any reason, including the dates of entry and the names of all persons who will be on the Property, including all work by Point Blue as well as third party individuals participating in inspections or educational activities.
3. Implement the Scope of Work outlined in Appendix C.
4. Monitor the Project as required during the duration of the grant agreement.
5. Point Blue will notify landowner if invasive plants colonize the site and are impacting project success. Point Blue will offer potential management strategies to landowner.
6. Point Blue will comply with all applicable laws in the conduct of its work on the Property, including but not limited to environmental laws governing stormwater runoff. Point Blue will remove all materials, supplies and debris brought onto or generate on-site and legally dispose of same within 48 hours of completion of any work associated with the material or debris.
7. Point Blue is responsible for all costs associated with implementation of the Project, including temporary or permanent fencing as required to protect their work and comply with their grant funding agreement.
8. Point Blue shall provide evidence of insurance as required in Exhibit F.

EXHIBIT E

Landowner Responsibilities

Landowner agrees to regularly check the performance and condition of the Project for the duration of this Agreement in order to detect any problems early on as they develop. The Landowner Responsibilities are as follows:

- (a) Landowner commits to timely communication to successfully implement scope of work and address project challenges.
- (b) Allow the Point Blue staff to implement the project scope of work for the duration of the grant agreement by granting them access to the project area.
- (c) Refrain from activities that adversely affect the function of the Project.
- (d) Cooperate with Point Blue in its efforts to exclude regular livestock from the restoration plantings for a period of 5 years. Any costs associated with livestock exclusions shall be paid for or reimbursed by Point Blue.
- (e) Allow Point Blue to measure Project success through monitoring and photo documentation by Point Blue staff. Information about the Project may be used in publications or other media to demonstrate successful environmental stewardship efforts.

EXHIBIT F

Insurance Requirements

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. **Required Evidence of Insurance**: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.

- d. The County of Sonoma its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Crane Creek Regional Park.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

EXHIBIT G

**REVOCABLE LICENSE AGREEMENT FOR
ENTRY AND USE OF COUNTY FACILITIES
Point Blue/STRAW
Environmental Restoration**

This Revocable License Agreement (“License/Agreement”) made and entered into on September 14, 2018, by and between the County of Sonoma (hereinafter called “County”) through its Regional Parks Department (“Regional Parks”) and Point Reyes Bird Observatory, dba Point Blue Conservation Science. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

WHEREAS, County owns, operates and maintains the Crane Creek Regional Park located at 500 Pressley Road, Rohnert Park, California 94951 (the "Property");

WHEREAS, Point Blue Conservation Science, (“Licensee”), is a 501(c)(3) nonprofit organization with the mission to conserve birds, other wildlife and ecosystems through science, partnership, and outreach;

WHEREAS, Licensee has worked to restore native plants for the past 28 years by establishing tens of thousands of native trees and plants and removing non-native invasive species which improves water quality, restores lost habitat, improves bio-diversity and mitigates climate change;

WHEREAS, Licensee has requested to create, operate and maintain a restoration project on the Property, located at 500 Pressley Road, Rohnert Park, California 95951; and

WHEREAS, County and Licensee agree that entering into a Revocable License Agreement for the establishment of riparian restoration project at the Property will benefit the natural resource function of the Property, County and Licensee, by enabling Licensee to provide its resources for development, operation and maintenance of the riparian restoration project;

NOW THEREFORE, in consideration of the premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

1. **License.** The County, in its sole discretion, gives its permission, subject to all the terms and conditions of this Agreement, to Licensee, to enter and use that portion of the Property for restoration projects as described in Section 2, below.
2. **Premises.** Licensee is hereby permitted to the (“Premises”) for a riparian restoration project. For the purposes of this License, a “restoration project” is an area where native plants are reestablished or invasive plants are removed to enhance natural resource function.

2.1 Conservation Easement. Licensee understands that the property is currently encumbered by a Conservation Easement requiring consultation with the Sonoma County Agricultural Preservation and Open Space District for changes to the Property;

3. **Non-Exclusive License.** The License herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, entry, leasing, sub-leasing and granting of additional licenses.

4. **Term.** The term of this Agreement shall be for a period of six years, commencing on the signing of this agreement by County and expiring at midnight on 8/22/2024, unless earlier terminated in accordance with Section 17 below.

5. **Budget.** Licensee shall be responsible for generating sufficient funds to pay for maintenance costs for the riparian restoration project at the Premises during the term of this Agreement.

5.1. **Reporting.** Licensee shall provide a final report to Regional Parks by 7/31/2024. Final report shall detail dates of significant project activities and participants.

6. **Construction and Regular Maintenance.** Licensee shall not make or permit any modification or alteration to the Premises or any improvements thereon without prior written consent of County in accordance with these procedures.

6.1. **Development.** Licensee shall develop and construct the restoration plan and project including a map to be approved by Regional Parks prior to the start of any restoration activities. Licensee shall provide all construction materials and labor required to develop the restoration project at its own expense. All improvements to the Premises except for water tanks shall become the property of County at the termination or expiration of this License. Upon request, Licensee shall remove improvements, structures or amenities. Licensee shall ensure the following requirements are satisfied at all times:

6.1.1. **Mulch.** Mulch may be used. Mulch should be composted to reduce the spread of the Phytophthora pathogen.

6.1.2. **Irrigation.** Plants shall be watered on an as needed basis using one of the following techniques: drip irrigation, handwatering, driwater, waterboxx or other technology to maintain a plant through the summer drought. The Licensee shall monitor water utilization and delivery components to ensure maximum conservation and the most efficient utilization of water.

6.1.3. **Trees.** No trees may be removed without the written permission of Regional Parks.

6.1.4. Caging. Woody plants shall be caged to protect from grazing animals except if in a high flood risk area.

6.1.5. Signage. No advertising shall be permitted. Interpretive or descriptive signage may be permitted at Regional Park's sole discretion and only if written permission is given by Parks to Licensee at least thirty (30) days in advance of any signage installation. All signage shall include the Regional Parks logo. Temporary, directional signage that is in place for less than 24 hours is excluded.

6.1.6. Promotion. Copies of all printed promotional material describing or promoting shall be provided to Regional Parks and contain the Regional Parks logo.

6.1.7. Notification. In accordance with Paragraph 7, below, Licensee shall notify Regional Parks of any significant event on the Premises a minimum of two (2) weeks in advance. Significant events include work days, tours, press events, field trips, or any other activity that could disrupt routine use of the park.

6.2. Routine Maintenance and Repairs. Licensee shall be responsible for maintenance of the restoration project at the Premises during the term of this Agreement as defined in Section 4. Such repairs shall include, but not limited to, routine infrastructure repairs, remediation of vandalism, graffiti removal, and repair of plant caging as needed. Such maintenance and repairs shall be performed by Licensee at its sole cost and expense. Actions include either specific repairs or a process to achieve repair. Licensee shall maintain a log of such repairs, including date of occurrence and type of repair. This log shall be submitted by February 1 of each year of the License. Vandalism or damage in excess of \$500 to any of the improvements associated with the restoration project shall be reported to County immediately on discovery.

6.2.1. Prevailing Wages. For labor which is paid for related to restoration project activities, Licensee shall pay to persons performing such labor an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages can be requested from the Department of Industrial Relations or viewed at their web site at: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. The parties

acknowledge that most or all of the labor performed may be by individual or non-profit entity volunteers. Such labor shall comply with Labor Code Section 1720.4, or any successor statute, and if so, shall not be subject to the Prevailing Wage requirements in this Section 5.2.1 as long as Labor Code Section 1720.4 or a successor statute is in effect.

6.2.2 Subcontracts. Licensee shall insert in every subcontract or other arrangement which Licensee may make for performance of such work or labor on work provided for pursuant to this Agreement, provision that either 1) Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Licensee shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code; or 2) the labor to be performed qualifies as volunteer labor pursuant to Labor Code 1720.4 or a successor statute.

6.2.3 Compliance With Law. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

6.2.4 Agency Supervision. The initial installation of the restoration project will be approved by Regional Parks' staff on pre-determined work days scheduled with Licensee.

7. Use. Licensee's use of the Premises shall be limited to the operation and maintenance of the restoration project as described in *Exhibit A*. Licensee shall not have the privilege of using the Premises for any purpose other than for riparian restoration without the prior written consent of County.

7.1. Scheduling. The general public and community organizations shall be afforded equal opportunities to use the Premises for the purposes of recreation and/or restoration. Licensee shall comply with such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises.

7.2. Closure. County Regional Parks will determine when and how long closures of the Premises are necessary due to wet conditions, maintenance, or for other needs, including but not limited to special events and other uses of the Premises.

8. Operation. Licensee shall conduct its operations in a safe and sanitary condition and

in compliance with all laws, rules and regulations as may be in effect from time to time.

8.1. Hazards and Notification. Licensee shall take immediate action to secure or close off any hazard or safety concern to visitors using the restoration project. Licensee shall verbally notify County's main office (707 565-2041) Monday through Friday during business hours (8 am- 5 pm) as soon as Licensee becomes aware of any such hazard, and shall identify the hazard, actions taken or proposed to minimize the hazard, any injuries, problems, and/or visitor complaints. During non-business hours and on weekends, contact Spring Lake Regional Park at (707) 539-8092. Written follow-up notification of the hazard and response shall be provided to County by e-mail or pursuant to Paragraph 23 below within twenty-four (24) hours of verbal notification.

8.2. Adult Supervision of Minors. Competent adult supervision shall occur at all times when minors are participating in restoration activities.

9. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

10. Waste; Nuisance. Licensee shall not commit or suffer or permit the commission by others of: (i) any waste or nuisance on the premises; (ii) any action or use of the premises which interferes or conflicts with the use of the premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances. County and Licensee agree that this license may be terminated under paragraph 17, at the sole discretion of County.

11. Inspection; Notice to Cure. County shall be permitted to enter and inspect the Premises at any and all times. If County identifies an issue with respect to Licensee's involvement with the restoration project at the Premises that does not comport with this Agreement, County shall provide written notice requiring Licensee to cure such issue within seven (7) days. If County identifies an issue that may affect the safety of visitors or security of the Premises, County may immediately close down the Premises, or a portion thereof, until such safety or security issues have been resolved to the satisfaction of County.

12. Extent of Grant of License. This Revocable License Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS REVOCABLE LICENSE AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

13. **Bankruptcy.** In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the, immediately terminate.

14. **Non-Liability of County.** County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee, Licensee's agents, representatives, subcontractors or invitees, or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Neither County nor anyone acting for or on behalf of County, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Premises, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of County, or anyone acting for or on behalf of County, and that all matters concerning the Premises shall be independently verified by Licensee, and that Licensee shall use the Premises on Licensee's own examination thereof, AND THAT LICENSEE IS USING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Licensee does hereby waive and County does hereby disclaim all warranties of any type or kind of description but not limitation, to the extent allowed by law, those of fitness for particular purpose, tenantability, habitability and use. Licensee hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by County or by any agent of County. Licensee acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Licensee may deem necessary. Licensee hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Licensee's inspections, reviews and studies of the Premises.

Licensee hereby waives the benefits of Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Licensee's Initials: 

15. **Indemnification.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to Licensee's performance or obligations under this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to their performance or obligations under this Agreement. Licensee shall have no obligation under this Section to the extent that the actions claims,

damages, liabilities, disabilities, and/or expenses for which County seeks protection are the result of gross negligence or willful misconduct on County's part. County shall have the right to select its legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or their agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

16. **Insurance.** With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in *Exhibit C: Insurance*, which is attached hereto and incorporated herein by this reference.

17. **Termination**

17.1. **By Either Party.** Either party may terminate this Agreement for any reason whatsoever upon ten (10) days' prior written notice to the non-terminating party.

17.2. **Termination By County For Cause.** Notwithstanding any other provision of this Agreement, should Licensee fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Licensee written notice of such termination, stating the reason for termination.

17.3. The County Regional Parks Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County, for any of the above reasons.

17.4. Upon notice of termination, Licensee shall immediately remove all of its other personal property from the Premises.

18. **Liability for Loss or Damage to County Property.** Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

19. **License is Personal.** The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

19.1 Licensee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the County;

20. **Provisions are Conditions of Entry and Use.** Each provision of this Agreement shall be deemed a condition of the right of Licensee to enter and use the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

21. **Licensee to Act in Independent Capacity.** Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

22. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the entry and use of the Premises expressly and specifically described above. Licensee shall be entitled to use only the access route(s) designated by County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

23. **Notice. Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. A copy shall also be emailed to County. Notices, bills and payments shall be addressed as follows:

TO: SONOMA COUNTY REGIONAL PARKS:
Attention Hattie Brown
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041 phone
(707) 579-8247 fax

TO: LICENSEE: Point Blue Conservation Science/STRAW Program
Attention Leia Giambastiani
38220 Cypress Drive #11
Petaluma, CA 94954

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is

promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

24. **No Continuing Waiver.** The waiver by County of any breach of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

25. **Surrender.** Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall repair or restore any part of the Premises (or improvement thereon) that Licensee is required to repair or restore under the terms of this Agreement, as designated by County. Licensee shall further leave the Premises in a clean, safe, and sanitary condition, and shall vacate the premises on the date requested by County. Should Licensee neglect to repair or restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefore.

26. **General Provisions.**

26.1. **Time of Essence.** Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

26.2. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

26.3. **Binding Effect; Choice of Law.** This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

26.4. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

26.5. **Construction of Agreement; Severability.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and

agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

26.6. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

26.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26.8. Nondiscrimination. Without limiting any other provision hereunder, Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

26.9. AIDS Discrimination. Licensee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

26.10 Exhibits. The exhibits referenced in this Agreement are incorporated herein by this reference. In the event of a conflict between the main body of this Agreement and an exhibit, the provisions of the main body of the Agreement shall prevail.

26.10. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

26.11. Signature Authority. The person signing this Agreement on behalf of Licensee affirms that (s)he is authorized to enter into this license for the Licensee.

THE PARTIES HAVE CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREE TO ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of final execution by all required parties.

LICENSEE: POINT BLUE CONSERVATION SCIENCE

By: [Redacted]

Name: Padmini Srinivasan

Title: CEO

Date: 8/22/18

By: [Redacted]

Name: Bert Whitaker

Title: Director, Sonoma County Regional Parks

Date: 9/14/18

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____



CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

COUNTY: COUNTY OF SONOMA

By: [Redacted] County Counsel

Name: [Signature]

Date: _____

Exhibit A

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Crane Creek Regional Park.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.

EXHIBIT H

**REVOCABLE LICENSE AGREEMENT FOR
ENTRY AND USE OF COUNTY FACILITIES
Point Blue/STRAW
Environmental Restoration**

This Revocable License Agreement (“License/Agreement”) made and entered into on _____, 2020, by and between the County of Sonoma (hereinafter called “County”) through its Regional Parks Department (“Regional Parks”) and Point Reyes Bird Observatory, dba Point Blue Conservation Science. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

WHEREAS, County owns, operates and maintains the Crane Creek Regional Park located at 500 Pressley Road, Rohnert Park, California 94951 (the "Property");

WHEREAS, Point Blue Conservation Science, (“Licensee”), is a 501(c)(3) nonprofit organization with the mission to conserve birds, other wildlife and ecosystems through science, partnership, and outreach;

WHEREAS, Licensee has worked to restore native plants for the past 28 years by establishing tens of thousands of native trees and plants and removing non-native invasive species which improves water quality, restores lost habitat, improves bio-diversity and mitigates climate change;

WHEREAS, Licensee has requested to create, operate and maintain a restoration project on the Property, located at 500 Pressley Road, Rohnert Park, California 95951; and

WHEREAS, County and Licensee agree that entering into a Revocable License Agreement for the establishment of riparian restoration project at the Property will benefit the natural resource function of the Property, County and Licensee, by enabling Licensee to provide its resources for development, operation and maintenance of the riparian restoration project;

NOW THEREFORE, in consideration of the premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

1. **License.** The County, in its sole discretion, gives its permission, subject to all the terms and conditions of this Agreement, to Licensee, to enter and use that portion of the Property for restoration projects as described in Section 2, below.
2. **Premises.** Licensee is hereby permitted to the (“Premises”) for a riparian restoration project. For the purposes of this License, a “restoration project” is an area where native plants are reestablished or invasive plants are removed to enhance natural resource function.

2.1 Conservation Easement. Licensee understands that the property is currently encumbered by a Conservation Easement requiring consultation with the Sonoma County Agricultural Preservation and Open Space District for changes to the Property;

3. **Non-Exclusive License**. The License herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, entry, leasing, sub-leasing and granting of additional licenses.

4. **Term**. The term of this Agreement shall be for a period of twenty years, commencing on the signing of this agreement by County and expiring at midnight on December 31, 2043, unless earlier terminated in accordance with Section 17 below.

5. **Budget**. Licensee shall be responsible for generating sufficient funds to pay for maintenance costs for the riparian restoration project at the Premises during the term of this Agreement.

5.1. **Reporting**. Licensee shall provide a final report to Regional Parks by December 31, 2043. Final report shall detail dates of significant project activities and participants.

6. **Construction and Regular Maintenance**. Licensee shall not make or permit any modification or alteration to the Premises or any improvements thereon without prior written consent of County in accordance with these procedures.

6.1. **Development**. Licensee shall develop and construct the restoration plan and project including a map to be approved by Regional Parks prior to the start of any restoration activities. Licensee shall provide all construction materials and labor required to develop the restoration project at its own expense. All improvements to the Premises except for water tanks shall become the property of County at the termination or expiration of this License. Upon request, Licensee shall remove improvements, structures or amenities. Licensee shall ensure the following requirements are satisfied at all times:

6.1.1. **Mulch**. Mulch may be used.

6.1.2. **Irrigation**. Plants shall be watered on an as needed basis using one of the following techniques: drip irrigation, handwatering, driwater, waterboxx or other technology to maintain a plant through the summer drought. The Licensee shall monitor water utilization and delivery components to ensure maximum conservation and the most efficient utilization of water.

6.1.3. **Trees**. No trees may be removed without the written permission of Regional Parks.

6.1.4. Caging. Woody plants shall be caged to protect from grazing animals except if in a high flood risk area.

6.1.5. Signage. No advertising shall be permitted. Interpretive or descriptive signage may be permitted at Regional Park's sole discretion and only if written permission is given by Parks to Licensee at least thirty (30) days in advance of any signage installation. All signage shall include the Regional Parks logo. Temporary, directional signage that is in place for less than 24 hours is excluded.

6.1.6. Promotion. Copies of all printed promotional material describing or promoting shall be provided to Regional Parks and contain the Regional Parks logo.

6.1.7. Notification. In accordance with Paragraph 7, below, Licensee shall notify Regional Parks of any significant event on the Premises a minimum of two (2) weeks in advance. Significant events include work days, tours, press events, field trips, or any other activity that could disrupt routine use of the park.

6.2. Routine Maintenance and Repairs. Licensee shall be responsible for maintenance of the restoration project at the Premises during the term of this Agreement as defined in Section 4. Such repairs shall include, but not limited to, routine infrastructure repairs, remediation of vandalism, graffiti removal, and repair of plant caging as needed. Such maintenance and repairs shall be performed by Licensee at its sole cost and expense. Actions include either specific repairs or a process to achieve repair. Licensee shall maintain a log of such repairs, including date of occurrence and type of repair. This log shall be submitted by February 1 of each year of the License. Vandalism or damage in excess of \$500 to any of the improvements associated with the restoration project shall be reported to County immediately on discovery.

6.2.1. Prevailing Wages. For labor which is paid for related to restoration project activities, Licensee shall pay to persons performing such labor an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages can be requested from the Department of Industrial Relations or viewed at their web site at: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. The parties

acknowledge that most or all of the labor performed may be by individual or non-profit entity volunteers. Such labor shall comply with Labor Code Section 1720.4, or any successor statute, and if so, shall not be subject to the Prevailing Wage requirements in this Section 5.2.1 as long as Labor Code Section 1720.4 or a successor statute is in effect.

6.2.2 Subcontracts. Licensee shall insert in every subcontract or other arrangement which Licensee may make for performance of such work or labor on work provided for pursuant to this Agreement, provision that either 1) Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Licensee shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code; or 2) the labor to be performed qualifies as volunteer labor pursuant to Labor Code 1720.4 or a successor statute.

6.2.3 Compliance With Law. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

6.2.4 Agency Supervision. The initial installation of the restoration project will be approved by Regional Parks' staff on pre-determined work days scheduled with Licensee.

7. Use. Licensee's use of the Premises shall be limited to the operation and maintenance of the restoration project as described in *Exhibit A*. Licensee shall not have the privilege of using the Premises for any purpose other than for riparian restoration without the prior written consent of County.

7.1. Scheduling. The general public and community organizations shall be afforded equal opportunities to use the Premises for the purposes of recreation and/or restoration. Licensee shall comply with such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises.

7.2. Closure. County Regional Parks will determine when and how long closures of the Premises are necessary due to wet conditions, maintenance, or for other needs, including but not limited to special events and other uses of the Premises.

8. Operation. Licensee shall conduct its operations in a safe and sanitary condition and

in compliance with all laws, rules and regulations as may be in effect from time to time.

8.1. **Hazards and Notification.** Licensee shall take immediate action to secure or close off any hazard or safety concern to visitors using the restoration project. Licensee shall verbally notify County's main office (707 565-2041) Monday through Friday during business hours (8 am- 5 pm) as soon as Licensee becomes aware of any such hazard, and shall identify the hazard, actions taken or proposed to minimize the hazard, any injuries, problems, and/or visitor complaints. During non-business hours and on weekends, contact Spring Lake Regional Park at (707) 539-8092. Written follow-up notification of the hazard and response shall be provided to County by e-mail or pursuant to Paragraph 23 below within twenty-four (24) hours of verbal notification.

8.2. **Adult Supervision of Minors.** Competent adult supervision shall occur at all times when minors are participating in restoration activities.

9. **Compliance with Laws.** Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and local statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

10. **Waste; Nuisance.** Licensee shall not commit or suffer or permit the commission by others of: (i) any waste or nuisance on the premises; (ii) any action or use of the premises which interferes or conflicts with the use of the premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances. County and Licensee agree that this license may be terminated under paragraph 17, at the sole discretion of County.

11. **Inspection; Notice to Cure.** County shall be permitted to enter and inspect the Premises at any and all times. If County identifies an issue with respect to Licensee's involvement with the restoration project at the Premises that does not comport with this Agreement, County shall provide written notice requiring Licensee to cure such issue within seven (7) days. If County identifies an issue that may affect the safety of visitors or security of the Premises, County may immediately close down the Premises, or a portion thereof, until such safety or security issues have been resolved to the satisfaction of County.

12. **Extent of Grant of License.** This Revocable License Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS REVOCABLE LICENSE AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

13. **Bankruptcy**. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the, immediately terminate.

14. **Non-Liability of County**. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee, Licensee's agents, representatives, subcontractors or invitees, or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Neither County nor anyone acting for or on behalf of County, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Premises, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of County, or anyone acting for or on behalf of County, and that all matters concerning the Premises shall be independently verified by Licensee, and that Licensee shall use the Premises on Licensee's own examination thereof, AND THAT LICENSEE IS USING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Licensee does hereby waive and County does hereby disclaim all warranties of any type or kind of description but not limitation, to the extent allowed by law, those of fitness for particular purpose, tenantability, habitability and use. Licensee hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by County or by any agent of County. Licensee acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Licensee may deem necessary. Licensee hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Licensee's inspections, reviews and studies of the Premises.

Licensee hereby waives the benefits of Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Licensee's Initials: _____

15. **Indemnification**. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to Licensee's performance or obligations under this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to their performance or obligations under this Agreement. Licensee shall have no obligation under this Section to the extent that the actions claims,

damages, liabilities, disabilities, and/or expenses for which County seeks protection are the result of gross negligence or willful misconduct on County's part. County shall have the right to select its legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or their agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

16. **Insurance**. With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in ***Exhibit C: Insurance***, which is attached hereto and incorporated herein by this reference.

17. **Termination**

17.1. **By Either Party**. Either party may terminate this Agreement for any reason whatsoever upon ten (10) days' prior written notice to the non-terminating party.

17.2. **Termination By County For Cause**. Notwithstanding any other provision of this Agreement, should Licensee fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Licensee written notice of such termination, stating the reason for termination.

17.3. The County Regional Parks Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County, for any of the above reasons.

17.4. Upon notice of termination, Licensee shall immediately remove all of its other personal property from the Premises.

18. **Liability for Loss or Damage to County Property**. Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

19. **License is Personal**. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

19.1 Licensee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the County;

20. **Provisions are Conditions of Entry and Use.** Each provision of this Agreement shall be deemed a condition of the right of Licensee to enter and use the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

21. **Licensee to Act in Independent Capacity.** Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

22. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the entry and use of the Premises expressly and specifically described above. Licensee shall be entitled to use only the access route(s) designated by County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

23. **Notice, Method and Place of Giving Notice, Submitting Bills and Making Payments.** All notices, bills and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. A copy shall also be emailed to County. Notices, bills and payments shall be addressed as follows:

TO: SONOMA COUNTY REGIONAL PARKS:
Attention Hattie Brown
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041 phone
(707) 579-8247 fax

TO: LICENSEE: Point Blue Conservation Science/STRAW Program
Attention Leia Giambastiani
38220 Cypress Drive #11
Petaluma, CA 94954

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is

promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

24. **No Continuing Waiver.** The waiver by County of any breach of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

25. **Surrender.** Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall repair or restore any part of the Premises (or improvement thereon) that Licensee is required to repair or restore under the terms of this Agreement, as designated by County. Licensee shall further leave the Premises in a clean, safe, and sanitary condition, and shall vacate the premises on the date requested by County. Should Licensee neglect to repair or restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefore.

26. **General Provisions.**

26.1. **Time of Essence.** Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

26.2. **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

26.3. **Binding Effect; Choice of Law.** This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

26.4. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

26.5. **Construction of Agreement; Severability.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and

agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

26.6. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

26.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26.8. Nondiscrimination. Without limiting any other provision hereunder, Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

26.9. AIDS Discrimination. Licensee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

26.10 Exhibits. The exhibits referenced in this Agreement are incorporated herein by this reference. In the event of a conflict between the main body of this Agreement and an exhibit, the provisions of the main body of the Agreement shall prevail.

26.10. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

26.11. Signature Authority. The person signing this Agreement on behalf of Licensee affirms that (s)he is authorized to enter into this license for the Licensee.

THE PARTIES HAVE CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREE TO ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of final execution by all required parties.

LICENSEE: POINT BLUE CONSERVATION
SCIENCE

SONOMA COUNTY REGIONAL PARKS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____

County Counsel

Date: _____

Exhibit A

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Crane Creek Regional Park.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 2300 County Center Drive, Suite 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.