

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

FROM: JOEL ROJAS, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: NOVEMBER 1, 2011

SUBJECT: UPDATED NCCP PRESERVE MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE PALOS VERDES PENINSULA LAND CONSERVANCY (PVPLC)

REVIEWED: CAROLYN LEHR, CITY MANAGER ^{CL} for _{CL}

RECOMMENDATION

Authorize the Mayor to sign an updated Management Agreement between the City and PVPLC which clarifies the current on-going management responsibilities of each party.

BACKGROUND

In 1996, using State and County funds, the City purchased 155-acres of privately owned land that had previously been approved for residential development. The property, referred to as the Forrestal Parcel, was purchased for the purpose of conservation since it contained much state and federally protected habitat. On June 5, 2001, the City and the Palos Verdes Peninsula Land Conservancy (PVPLC) entered into an agreement for joint management of what was then referred to as the Forrestal Nature Preserve (which is now part of the greater Palos Verdes Nature Preserve).

In August 2004, the City Council adopted the Rancho Palos Verdes Natural Communities Conservation Plan (NCCP) which proposed the establishment of a significant habitat preserve in the City in exchange for allowing 50 years worth of City projects (and certain private projects) to impact protected habitat on an as needed basis. The strategy behind the City approved NCCP was to create a Preserve through the dedication of existing City-owned open space parcels and the acquisition of key privately owned parcels all of which would be managed by the PVPLC with assistance by the City and Wildlife agencies. Management of the City's Preserve by the PVPLC (with financial assistance from the City) was an integral part of the NCCP, since it avoided the City having to create an endowment to fund ongoing Preserve management costs as is typically done with other NCCP's in the State.

Although the NCCP was approved by the City Council in 2004, approval of the NCCP by the Wildlife Agencies did not immediately occur primarily because the focus turned to acquiring 462-acres of open space owned by Barry Hon for inclusion into the Preserve. The open space was eventually purchased by the City in 2005 with the following funds: \$11.5 million from the State, \$4 million from the PVPLC, \$1 million from LA County, \$400K from the City of RPV and \$100K from CSU Dominguez Hills.

Subsequent to the 2005 acquisition, attention focused on obtaining the necessary State funding to acquire the Upper Filiorum open space from York Long Point Associates. Although final NCCP approval had not been obtained from the Wildlife Agencies, it was believed that the City's position for obtaining acquisition funds would be enhanced by initiating active management of the Preserve properties. As a result, in December 2005, the City Council approved an amendment to the 2001 Forrestal Reserve Management Agreement between the City and the PVPLC to expand the PVPLC's management responsibilities to include all the Preserve properties that made up the NCCP Preserve at that time (now referred to as the Palos Verdes Nature Preserve). As such, the PVPLC has been managing the City's Nature Preserve with financial assistance from the City in accordance with the City-approved NCCP since January 2006.

In 2009, the City's efforts to acquire the Upper Filiorum open space culminated in the acquisition of 190 acres of additional Preserve land. This additional open space was purchased with the following funds: \$5.5 million from the State, \$600K from the City of RPV and \$400K from the PVPLC. Since this acquisition completed the City's NCCP Preserve, focus shifted back to updating and completing the final NCCP. The updated draft NCCP is currently undergoing its final review by the State and Federal wildlife agencies. Staff anticipates completion of the Final NCCP sometime in 2012.

Since the City and PVPLC have been formally managing the Preserve for almost 5 years and the 1400-acre NCCP Preserve has been completed, City and PVPLC Staff mutually acknowledge the need to have a more detailed stand-alone management agreement in place. Furthermore, since the Preserve management responsibilities dictated by the NCCP are shared by the PVPLC and City, successful Preserve management necessitates mutual coordination and communication between the City and PVPLC. As such, both PVPLC and City Staff agree that a more detailed agreement between the City and PVPLC is needed to memorialize the different tasks, responsibilities and procedures currently employed in managing the Preserve. The agreement has been prepared by the City and the PVPLC, and the City Council is being asked to approve the agreement and authorize the Mayor to execute the attached Management Agreement.

DISCUSSION

According to the NCCP, the PVPLC is the City's Habitat Manager for the NCCP Preserve. In this role, the PVPLC is responsible for completing specific habitat management and monitoring tasks within the entire Preserve to the satisfaction of the City and the state and federal wildlife agencies. The NCCP also delegates various other responsibilities for overall Preserve management to the City and the PVPLC. As a result, the City and PVPLC each have major responsibilities for managing the Preserve,

as described below:

PVPLC Areas of Responsibility

1. Habitat restoration (5 acres every year), habitat enhancement (invasive plant removal) and habitat monitoring (annual reports).
2. Maintenance of unimproved trails and trail signage on an as needed basis.
3. Fuel modification for fire prevention purposes on PVPLC-owned lands in the Preserve.
4. Maintenance of any improvements installed by the PVPLC in the Preserve.

City of RPV Areas of Responsibility

1. Waste management on as needed basis.
2. Public safety (Ranger patrols) and City signage maintenance.
3. Maintenance of any roads (Burma Road) and trails that are improved with a particular surface (asphalt, cement or decomposed granite) or required tread width.
4. Fuel Modification for fire prevention purposes on City owned lands

Although the current management agreement between the City and PVPLC dictates the basic responsibilities of the PVPLC as Preserve Manager, it lacks details on specific tasks. It also does not address the funding commitments of the City and PVPLC as stipulated in the approved NCCP, and it does not address the City's responsibilities. Part of the rationale for drafting a new agreement is to rectify these deficiencies. In addition, as noted earlier, the current Preserve Management Agreement is structured as an amendment to the 2001 Forrestal Management Agreement between the City and PVPLC. Since 2005, the City Council has approved 3 additional amendments to the original Forrestal Agreement to address Preserve management issues that have arisen. Thus, another reason for drafting a new Agreement is to have a stand alone agreement that encompasses all of the previous City Council approved amendments.

With these objectives in mind, a new Agreement was drafted with input from the City's Community Development Department, Public Works Department, Recreation and Parks Department and City Manager's office. In addition, the draft Agreement was reviewed, revised and approved by the City Attorney. With regards to the PVPLC, the draft Agreement was drafted with input from PVPLC Staff and their legal counsel. The Draft Agreement being presented to the Council this evening was approved by the PVPLC Board on October 26, 2011.

Attached for the Council's review and approval is the new Management Agreement. Provided below is a summary of the main sections of the agreement.

Financial Obligations – Section 1 of the Agreement describes the cash and in-kind service contributions that the City and the PVPLC are already obligated to contribute towards the management of the Preserve on an annual basis pursuant to the 2004 NCCP. The financial obligations have been met by both the City and PVPLC on annual basis since 2006 and are adjusted annually for inflation.

Preserve Management – Section 2 addresses the overall Preserve management responsibilities. The section is divided into sub-sections which address the following topics:

- Mutual Cooperation and Notification
- PVPLC Obligations, Rights and Permissive Activities (the specific obligations are listed in Exhibit B-1 and the specific Permissive Activities are listed in Exhibit B-3)
- City Rights and Obligations (the specific obligations are listed in Exhibit B-2)
- Preserve Naming Opportunities (this memorializes policies and decisions previously approved by the City Council in January 2005 and April 2008)
- Habitat Restoration Plan Review Protocol (this memorializes a protocol previously approved by the City Council in April 2008)
- Protocol for the City Review of Habitat Restoration Projects Arising from Grants or Mitigation projects of Other Jurisdictions (this memorializes a protocol previously approved by the City Council in April 2008)
- Community Participation
- Installation/Maintenance of Improvements/Features in the Preserve

As noted above, the specific tasks that the City and PVPLC are responsible for completing, which are primarily dictated by the approved NCCP, are listed in tables contained in Exhibit B-1 (PVPLC obligations) and B-2 (City Obligations). There is also a table identified as Exhibit B-3 that lists a number of PVPLC Permissive Activities. The PVPLC's Permissive Activities are not specifically obligated by the approved NCCP but are important for the PVPLC to perform as they form a material part of the PVPLC's connection to and responsibilities in the Preserve and its ability to obtain donations and volunteer services as required under the Agreement.

Planning, Monitoring and Reporting – Section 3 of the Agreement describes the City's and the PVPLC's current obligations in preparing and reviewing plans, documents, and reports with respect to species monitoring, predator control, and habitat restoration, to name a few.

Term – Section 4 of the Agreement notes that the Management Agreement shall match the 50-year term of the NCCP, which commenced as of 2004.

Insurance – Section 5 of the Agreement describes the insurance to be maintained by the PVPLC for work done on City-owned properties, including, but not limited, to general liability, automobile, and worker's compensation.

Hazardous Materials – Section 6 of the agreement prohibits the City and the PVPLC from using, storing, maintaining, handling, releasing, discharging disposing, generating or transporting hazardous materials within the Preserve.

General Indemnities – Section 7 of the Agreement describes the PVPLC’s indemnity of the City and the City’s indemnity of the PVPLC by agreeing to indemnify, defend and hold harmless either party and its officers, employees, and agents.

Default – Section 8 of the Agreement describes the notice, cure and remedies in the event either party breaches, defaults or materially fails to comply with the provisions contained in the Agreement.

If the terms and conditions of Agreement are acceptable to the City Council, Staff is recommending that the City Council authorize the Mayor to execute the updated Management Agreement between the City and the PVPLC.

FISCAL IMPACT

Authorizing the Mayor to execute the updated Management Agreement between the City and the PVPLC will not result in any additional costs to the City. As specified in the Agreement, the City is obligated to provide both cash and in kind services as funding for the Preserve management on an annual basis. The City’s funding and management commitments described in the agreement have been approved previously by the Council and appropriated in the Council-adopted FY 11-12 budget.

For informational purposes, the approximate City costs associated with managing the Preserve in FY 10-11 are provided below.

Financial Assistance to the PVPLC for Habitat Management	\$109,900
Payment to PVPLC to manage the City’s Oceanfront Habitat	\$ 16,511
Mandated Fuel Modification	\$ 108,000
Public Safety (Ranger Services focused on Preserve)	\$ 75,000
Waste removal	\$ 5,000
City Signage	\$ 2,000
Burma Road Maintenance	\$ 25,000
Landslide Abatement District Assessments	\$ <u>84,000</u>
Total	\$ 425,411

It should be noted that it costs the PVPLC approximately \$336,000 on an annual basis to perform their Preserve management responsibilities. Subtracting out the City’s assistance (approximately \$126,000 in FY 10-11), the PVPLC obtains the rest of its Preserve management funding (approximately \$210,000 per year) through grants and contributions.

ATTACHMENT

- Updated Management Agreement

PALOS VERDES NATURE PRESERVE MANAGEMENT AGREEMENT

made by

THE CITY OF RANCHO PALOS VERDES

and

THE PALOS VERDES PENINSULA LAND CONSERVANCY

This Management Agreement (the "Agreement") is made as of November __, 2011, by and between the City of Rancho Palos Verdes (the "City") and the Palos Verdes Peninsula Land Conservancy, a California non-profit, public benefit corporation (the "PVPLC"), with reference to the following facts:

A. The City, the PVPLC (as Habitat Manager), the California Department of Fish and Game ("CDFG"), and the United States Fish and Wildlife Service ("USFW"; CDFG and USFW being hereinafter referred to collectively as the "Wildlife Agencies") are concurrently herewith preparing for the City's and the Wildlife Agencies' adoption the Rancho Palos Verdes Natural Community Conservation Plan/Habitat Conservation Plan (the "Plan"). The purpose of the Plan, upon completion and adoption, is to establish the Palos Verdes Nature Preserve (the "Preserve") within the plan area described in the Plan (the incorporated area of the City of Rancho Palos Verdes) in order to provide mitigation for the future taking of covered species identified in the Plan as the result of projects and activities performed in the Plan area by the City and third parties. Although the Plan was completed in 2004 and approved by the City Council on August 31, 2004, the Plan has not been formally approved by the Wildlife Agencies. The City-approved plan is being updated to reflect changes in land acquisition that have occurred since 2004. Thus, the Plan is presently in a draft form. The City, the PVPLC and the Wildlife Agencies anticipate completion of the Plan and its adoption in 2012.

B. The boundaries of the Preserve managed by the PVPLC are set forth in the Plan, but for the avoidance of doubt, consist of the properties identified on Exhibit A attached to and incorporated in this Agreement by this reference. The Preserve consists of land dedicated to the Preserve by the City and the PVPLC for the purpose of open space conservation, habitat preservation, public use and related activities consistent with the conservation goals of the Plan. The Preserve lands are subject to conservation easements, as required under the Plan.

C. A Public Use Master Plan (the "PUMP") must be prepared jointly by the City and PVPLC and approved by the City Council and Wildlife Agencies to establish certain rules and criteria for public use of the Preserve, as provided under the Plan.

D. With the approval of the Wildlife Agencies, the City has designated the PVPLC as "Habitat Manager" under the Plan. The Plan delegates various independent and mutual responsibilities for Preserve management to the City and the PVPLC. The Plan anticipates that the City and the PVPLC will enter into a management agreement respecting their rights and obligations.

E. Pending completion and adoption of the Plan in its final form, on December 20, 2005, the City and PVPLC entered into an agreement (amendment No.1 to the pre-existing City/PVPLC Forrestal Management Agreement) (the “Forrestal Agreement”) authorizing the PVPLC to begin management of the properties enrolled in the Preserve, as of that time, in accordance with the management responsibilities of the Plan, as approved by the City on August 31, 2004. As a result, since January 2005, the PVPLC has been compensated by the City to manage the Preserve on the City’s behalf by engaging in various habitat restoration and enhancement activities in the Preserve in anticipation of final completion and adoption of the Plan.

F. On June 19, 2007, an agreement (amendment No.4 to the Forrestal Agreement) was entered into between the City and the PVPLC authorizing the PVPLC to perform habitat maintenance activities at the City-owned “Oceanfront” properties for a cost of \$15,000 per year (adjusted annually by the City for inflation).

G. The property subject to the Forrestal Agreement is now a portion of the larger Preserve. The responsibilities of the PVPLC and the City are more extensive with respect to the Preserve, and so the parties desire to enter into a more comprehensive management agreement replacing the Forrestal Agreement including all of its amendments and any other prior management agreements respecting the Preserve. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given such terms in the Plan.

Now, therefore, for good and valuable consideration, the City and the PVPLC agree as follows:

1. Financial Obligations of the Parties pursuant to the 2004 Plan.

1.1 PVPLC Financial Obligations.

(a) Cash and In Kind Service Contributions. The PVPLC shall provide annual support to the Preserve consisting of (i) at least \$50,000 (2006 baseline payment) in cash expenditures (the “PVPLC Expenditures”), and (ii) in-kind services, in each case to perform or support its performance of the obligations set forth in Exhibit B-1 and Exhibit C referenced in Section 2.2(a) below and incorporated herein by this reference. Commencing as of 2007, the amount of the PVPLC’s Expenditures shall be increased annually for inflation based on the Consumer Price Index (CPI) for Los Angeles County for all consumers for the month of February of each calendar year. In years where there is no inflation increase, the annual contribution shall not be adjusted.

(b) Volunteer Hours. In addition to the PVPLC Expenditures and the PVPLC’s annual in-kind services, the PVPLC shall organize and provide for the benefit of the Preserve, on an annual basis, volunteer service hours in an amount valued at not less than \$50,000. Volunteer services shall be valued using the most comparable current commercial rates as developed by *Independent Sector*, or if such resource ceases publication or is not applicable to the services provided, then a reasonably similar index or valuation source. The volunteer hours shall be used to perform or support the PVPLC’s performance of its responsibilities under the Plan or this

Agreement, which include but may not be limited to the obligations set forth in Exhibit B-1 and Exhibit C referenced in Section 2.1(a) below.

(c) Financial Records. The PVPLC shall provide financial records, as required from time to time under the terms of the Plan, to be included in the annual report to the City and Wildlife Agencies on the status of the Preserve. In addition, the PVPLC shall provide reasonable evidence of the PVPLC Expenditures, the PVPLC's in-kind services and the PVPLC's volunteer service hours required under this Section.

1.2 City Financial Obligations.

(a) Cash Payments. The City shall pay to the PVPLC the annual sum of \$100,000 (2006 baseline payment) in cash (the "Preserve Management Payment"), subject to adjustment as set forth in this Agreement, to assist the PVPLC in performing its obligations set forth in Exhibit B-1 referenced in Section 2.2(a) below, payable quarterly at least thirty (30) days in advance of the quarter when such payment is due. In addition to the Preserve Management Payment, the City shall pay to the PVPLC the annual sum of \$15,000 (2007 baseline payment) cash (the "Oceanfront Estates Management Payment") to perform the habitat and trail maintenance responsibilities listed in Exhibit C on the City's Oceanfront Preserve properties, payable annually at the start of the City's fiscal year. Commencing the year following the baseline payment (which is 2007 for the Preserve Management Payment and 2008 for the Oceanfront Estates Management Payment), each shall each be increased annually for inflation based on the Consumer Price Index (CPI) for Los Angeles County for all consumers for the month of February of each calendar year. In years where there is no inflation increase, the annual contribution shall not be adjusted.

(b) In-Kind Services. In addition to the Preserve Management Payment and the Oceanfront Estates Management Payment, the City shall perform the in-kind services on an annual basis set forth in Exhibit B-2 referenced in Section 2.3 below.

2. **Preserve Management.**

2.1 Mutual Cooperation and Notification. The PVPLC and the City wish to cooperate in the operation of the Preserve so that each entity can perform its duties to the benefit of the Preserve, the habitat and species that occupy the Preserve, and the general public. The City and the PVPLC recognize that communication is a key element of a successful relationship. To that end, the City and the PVPLC each shall notify the other of special events that it intends to conduct in the Preserve so that the events can be coordinated and do not conflict with each other. The City and the PVPLC shall discuss the scheduling and coordination of upcoming activities, events or tours in the Preserve at the monthly meetings that are attended by City and PVPLC Staff described in sections 2.2(a)(iv) and 2.3(a) of this Agreement. In order to promote smooth operation of the Preserve and the activities that are conducted therein, the PVPLC and the City shall make reasonable efforts to notify each other of unusual activities or if special guests will be touring the Preserve, so that such activities or tours can be conducted as smoothly as possible.

2.2 PVPLC Obligations, Rights and Permissive Activities.

(a) Preserve Management. The PVPLC is responsible for performing the Preserve management responsibilities required by the Plan as set forth in Exhibit B-1 attached hereto and incorporated herein by reference on the Preserve properties identified in Exhibit A. The PVPLC is responsible for performing habitat and trail maintenance responsibilities on the City's Oceanfront Estates preserve properties as set forth in Exhibit C attached hereto and incorporated herein by reference. The PVPLC shall at all times cooperate with the City in its performance of such management obligations.

(i) The PVPLC, including all its employees, volunteers and board members, shall have access to the Preserve at any hour during any time of the year, including through the use of motorized vehicles to perform any of the maintenance responsibilities set forth in Exhibit B-1. If said access is to occur when the Preserve is not open to the public pursuant to the City's Municipal Code, notification of said planned access shall be provided to the City at the required monthly City/PVPLC meetings described in section 2.2(a)(iv) of this agreement. The City shall provide to the PVPLC, and, if applicable, the PVPLC shall provide to the City, keys, sensors, remote controllers, pass codes or other entry devices to all gates or other vehicle entry controls at all Preserve entrances from time to time established. The PVPLC shall have the right to use such other motorized machinery in the Preserve as and to the extent reasonably necessary to perform its obligations and the Permissive Activities (hereinafter defined) under this Agreement.

(ii) The PVPLC shall maintain the Del Cerro Donor Recognition Site located in Del Cerro Park, which shall include responsibility for any cleaning, repairs, modifications or additions to that Site, unless the PVPLC and the City agree in writing (as approved by the City Council as and when necessary or desirable) that the City shall be responsible for some aspect of the required maintenance.

(iii) The PVPLC shall maintain any future donor recognition sites or markers it installs in the Preserve either under this Agreement or the PUMP pursuant to permission of the City, unless the PVPLC and the City have agreed in writing (as approved by the City Council as and when necessary or desirable) that the City shall maintain a recognition site or marker constructed by the PVPLC.

(iv) The PVPLC shall meet with representatives of City staff on a monthly basis to discuss, without limitation, the status of management efforts, Preserve operations, trail maintenance/repair projects, priorities for activities in the Preserve, and issues relating to or arising in the context of the PUMP. In addition, at the monthly meetings, the PVPLC shall notify the City of any forthcoming tours, events or activities in the Preserve, including any Permissive Activities identified in attached Exhibit B-3. Any notification that is given at a monthly meeting is for the purpose of promoting the smooth operation of the Preserve for the mutual benefit of both the City and the PVPLC. Except as provided in paragraph (b) below, failure of the PVPLC to give notice of a Permissive Activity to the City at a monthly meeting shall not be a breach of this Agreement by the PVPLC.

(v) The PVPLC shall participate in the presentation of the Annual Report to the City Council (as defined in and required under the Plan).

(b) Permissive Activities. The PVPLC shall be permitted to undertake certain activities in the Preserve identified on Exhibit B-3 as permissive activities (the “Permissive Activities”), but without any obligation to do so, the undertaking of such Permissive Activities being within the PVPLC’s sole discretion, subject to the approval process set forth in this paragraph (b). The City acknowledges that the Permissive Activities form a material part of the PVPLC’s connection to and responsibilities in the Preserve and its ability to obtain donations and volunteer services as required under this Agreement and otherwise, and are a material inducement to the PVPLC’s agreements herein. The PVPLC shall at all times cooperate with the City in conducting Permissive Activities in the Preserve. All Permissive Activities shall be performed in a manner consistent with the Plan and the PUMP and shall be conducted in accordance with the following:

(i) The PVPLC shall give advance written notice of at least five (5) business days to the City’s Director of Community Development (“Director”) or the Director’s designee of the PVPLC’s desire to undertake a Permissive Activity (the “Permissive Activity Request”). The Permissive Activity Request shall state on its face that it does or does not involve or require any of the following: (A) closing trails to public use temporarily or permanently, (B) Performing any trail maintenance or repair of any unimproved trails on City property, (C) the issuance of City permits, (D) obtaining additional or special insurance, (E) bringing exceptionally large numbers of people (100 or more) into the Preserve, (F) bringing more than two vehicles into the Preserve, or (G) the presence of public safety personnel (e.g., law enforcement, fire, life safety). If the Permissive Activity Request states that it does not involve or require any of the special circumstances identified in (A) through (G), inclusive, then the Director shall have up to five (5) calendar days to notify the PVPLC whether, in the Director’s reasonable discretion, he or she believes the Permissive Activity described in the Permissive Activity Request does involve or require one or more of the foregoing special circumstances, and which special circumstances are involved. If the PVPLC provides written notice to the Director during the period when City Hall is closed between Christmas and New Year’s Day, then the time periods within which the City must respond, shall be extended by five additional business days.

(ii) Any Permissive Activity that is identified by the PVPLC or the City as involving or requiring any of the special circumstances identified above shall not occur or commence for a minimum of fifteen (15) calendar days following the City’s receipt of a Permissive Activity Request from PVPLC. Any Permissive Activity that is identified by PVPLC and the City as not involving or requiring the special circumstances identified above may occur or commence promptly following the PVPLC’s receipt of the City’s written concurrence from the Director within the five business day period that no special circumstances are involved or required.

(iii) The City Manager or his/her designee shall have fifteen (15) days from receipt of the Permissive Activity request that is determined to involve or require special circumstances to review the same and notify the PVPLC of any requirements, conditions or restrictions that shall govern the Permissive Activity, or to notify the PVPLC that the Permissive Activity is not approved. The fifteen day period commences upon notice to the Director from the PVPLC that any of the special circumstances that are set forth in paragraph (i) above are involved with the particular request or from the Director’s determination that special circumstances are involved. Given the importance of the Permissive Activities to the PVPLC’s

mission and responsibilities to the Preserve, the City's failure to notify the PVPLC within such fifteen (15) day period of any requirements, conditions or restrictions, or of disapproval, shall conclusively be deemed the City's approval without requirement, condition or restriction. To the extent that the Permissive Activity is directly related to the PVPLC's habitat monitoring, restoration and maintenance responsibilities under or in furtherance of the Plan, the City may not disapprove the Permissive Activity, but may impose reasonable requirements, conditions and restrictions; provided, however, that this restriction on the City's authority does not apply to trail closures exceeding thirty calendar days in length, which are within City Council's discretion to approve or deny.

(iv) Notwithstanding the foregoing, in the case of any Permissive Activity required or desired in the event of an emergency, the PVPLC shall provide as much advance notice as is reasonably feasible and, if the PVPLC is unable to provide advance notice, shall notify the City of any such emergency action not less than twenty-four (24) hours after the action has been taken.

(v) Regardless of any requirement, condition or restriction imposed by the City, or any lack thereof, all Permissive Activities shall comply with: (A) the City's laws, ordinances, regulations and rules, including, without limitation, those governing departmental review, site and plan review, and permitting, and (B) all applicable laws, ordinances, regulations and rules of any other governmental authority with jurisdiction over such activities. The City shall not be required to include or reference the legal requirements of subparts (A) and (B) of this paragraph when providing its requirements, conditions or restrictions, nor does the fifteen-day notice period described above create any right in the PVPLC to conduct its Permissive Activity immediately at the end of such notice period. The PVPLC is responsible for assuring legal compliance of its Permissive Activities as required under subparts (A) and (B) of this paragraph.

(vi) For purposes of this Section 2.2(b), notices between the City and the PVPLC may be in the form of electronic mail or may be by telephone if confirmed by electronic mail or other writing.

2.3 City Rights and Obligations.

(a) Specific Obligations. In addition to the City's responsibilities as provided herein, in the Plan, and as may from time to time be required as an owner of land enrolled in the Preserve, the City shall perform the work or provide the services set forth in Exhibit B-2 attached hereto and incorporated herein by reference. All such work and services shall be performed in a manner consistent with the Plan and the PUMP. The City shall meet with representatives of the PVPLC on a monthly basis to discuss status of management efforts and Preserve operations, including, without limitation, issues relating to the PUMP. In addition, at the monthly meetings, the City shall notify the PVPLC of any forthcoming City projects, tours, events or activities in the Preserve. The City shall at all times cooperate with the PVPLC in its performance of such management obligations.

(b) Reservation of Rights and Obligations to City. All powers, rights and obligations not granted or delegated to the PVPLC under this Agreement are expressly reserved to or remain the rights or obligations, as applicable, of the City. The City will conduct its activities in and

with respect to the Preserve in accordance with the Plan and will enforce the restrictions and provisions of the PUMP within the Preserve.

2.4 Preserve Naming Opportunities. The City-owned Preserve properties or portions thereof, along with scenic points or trails within the Preserve, may be named after donors who make monetary contributions to the City or PVPLC toward acquisition or management of the Preserve, pursuant to the provisions of Exhibit D, which is attached hereto and incorporated herein by reference. The installation of donor recognition overlooks, vista points, trail markers locations and other sites to recognize such donors is and shall be allowed on the City-owned property in the Preserve, provided the City Council approves the location, size, and signage associated with said recognition sites. The sites identified on Exhibit D have been previously approved as of the date of this Agreement and do not require further approval.

2.5 Habitat Restoration Plan Review Protocol. Pursuant to the Plan, in 2010, and every three years thereafter, the PVPLC is required to prepare a new 3-year Habitat Restoration Plan (the “HRP”) for the purpose of performing habitat restoration somewhere in the Preserve. The following review protocol must be followed for all future HRP’s on City-owned property:

- (a) The PVPLC shall prepare a draft HRP and submit it to the Community Development Director (the “Director”).
- (b) The Director shall distribute the draft HRP to the Public Works Department, Recreation and Parks Department, City Manager’s office and City Geologist for review.
- (c) A meeting shall be held among the four City Department representatives described above and the PVPLC staff to discuss any issues or concerns with the draft HRP.
- (d) Once the applicable City Departments agree to the draft HRP, then the Director shall approve the draft HRP on behalf of the City.
- (e) The PVPLC shall then submit the City-approved draft HRP to the Wildlife Agencies for approval.
- (f) Once approved by the Wildlife Agencies, the PVPLC shall implement the fully approved HRP and shall provide public notice of the proposed habitat restoration work at least thirty (30) days prior to initiating said work to all property owners within 500 feet of the property on which the restoration will be performed (based on a list of property owners the City provides to the PVPLC), and the City shall provide notification to all NCCP listserv subscribers.

2.6 Protocol for the City Review of Habitat Restoration Projects Arising from Grants or Mitigation Projects of Other Jurisdictions. The Plan states that the City and PVPLC will actively pursue public and private funding sources to undertake restoration projects beyond the minimum restoration requirements of the Plan. In addition, it is expected that other jurisdictions will approach the City or PVPLC with funding for habitat restoration projects in the Preserve to meet their own project mitigation requirements. As a result, the following review protocol will be followed for proposed habitat restoration projects in the Preserve stemming from grants or mitigation projects for other jurisdictions:

(a) At the earliest possible opportunity, the PVPLC shall provide a description of the proposed project/grant to the Director.

(b) The Director shall review the project/grant for consistency with the Plan and any other applicable City plans and forward the proposal to the City Manager with a recommendation.

(c) If the City Manager agrees to seek the grant or project, the PVPLC, working in conjunction with appropriate City staff, may pursue the subject grant/project.

(d) If the grant or project is awarded for a project on City owned land, before the grant/project is implemented, the PVPLC shall submit a habitat restoration plan to the Director, who will then transmit the plan to all the appropriate City Departments and City Geologist for review.

(e) All appropriate City department representatives and the PVPLC staff shall meet to discuss any issues or concerns with the proposed project.

(f) Once all City Departments agree to the project, the project shall be approved by the Director. No work will be initiated until the Director provides written approval of the proposed restoration project.

(g) Once the Director has approved the project, the PVPLC shall implement the approved project and shall provide public notice of the proposed habitat restoration at least thirty (30) days in advance of said work to all property owners within 500 feet of the property on which the restoration will be performed (based on a list of property owners the City provides to the PVPLC), and the City shall provide notice to all NCCP listserv subscribers.

(h) Once the PVPLC receives the grant/mitigation funding, a fee equal to 1% of the total grant/mitigation funding shall be paid to the City to cover the cost of City staff's administrative costs, as and to the extent permitted by the funding organization.

(i) The PVPLC will provide the City with monthly updates on the status of all submitted grant applications and projects.

2.7 Community Participation.

(a) PVPLC Community Outreach. The PVPLC will use reasonable efforts to ensure public involvement and participation in the management and periodic evaluation of the Preserve. Such efforts may include, but are not limited to, PVPLC's participation in the Annual Report presentation to the City Council; involving members of the community as "keepers" to provide regular monitoring of the Preserve; soliciting public comments through outreach such as comment boxes, mailings, events and workshops; and inclusion of members of the public on committees that the PVPLC may from time to time establish.

(b) PUMP. In accordance with the Plan, the City and the PVPLC are and shall be jointly responsible for completing the PUMP, as well as completing any amendments or modifications to the PUMP or any replacements or substitutions of the PUMP. Pursuant to the Plan, the PUMP and any subsequent amendments must be approved by the City Council and Wildlife Agencies. The PUMP shall include a process for amendments that includes PVPLC advice on and consent to matters that in the reasonable judgment of the PVPLC impact biological protection, such as open space preservation, habitat preservation and restoration and species protection. In the event the City approves or adopts actions with respect to the PUMP that the PVPLC reasonably believes interfere with the PVPLC's performance of its obligations under the Plan or this Agreement, the PVPLC may submit such matter to one or both of the Wildlife Agencies for mediation under Section 8.3 hereof. The decision or direction of the Wildlife Agencies in such matter shall be binding upon the parties. The City and the PVPLC acknowledge and agree that the provisions of the PUMP may directly impact the ability of the PVPLC to perform its obligations under this Agreement and as Habitat Manager under the Plan; therefore, the PVPLC's participation in the PUMP creation and amendment process are a material inducement to the PVPLC's agreements herein.

2.8 Installation/Maintenance of Improvements/Features in the Preserve.

(a) The installation of any structures or features in the Preserve, including but not limited to new or repaired trails, drainage/erosion control devices, vista points, benches, or fencing beyond the individual responsibilities listed in attached Exhibits B-1 and B-2 and beyond those completed pursuant to Section 2.4 of this Agreement shall be decided through the annual PUMP review process. The funding for any such improvements is not covered by the financial obligations listed in Section 1 of this Agreement and thus must be funded by either by the PVPLC, discretionary budget allocations approved by the City Council or the awarding of outside grants to the City or PVPLC.

(b) The PVPLC shall maintain any structures or features it installs in the Preserve, and the City shall maintain any structures or features it installs in the Preserve, such as, but without limitation, kiosks, benches, post and rope or other fencing, drainage/erosion control devices and irrigation, unless the PVPLC and City mutually agree in writing to a different maintenance responsibility.

3. **Planning, Monitoring and Reporting.**

3.1 PVPLC Obligations. The PVPLC shall provide to the City plans, GIS shape files, documents and reports with respect to species monitoring, predator control and habitat restoration, and habitat manager recommendations, all as, when and to the extent required by the Plan and the Wildlife Agencies. The PVPLC shall meet with the Wildlife Agencies and the City to review, assess and coordinate Plan implementation (the "Annual Meeting") according to the meetings requirements of the Plan. The PVPLC has submitted the initial Preserve Habitat Management Plan as required under the Plan.

3.2 City Obligations. The City shall review and provide comment as necessary on all plans prepared by the PVPLC that are required by the Plan to be submitted to the City. The City shall transmit all completed reports to the Wildlife Agencies as required by the Plan. The City shall

provide the Habitat Tracking Report using the Habitrak system or equivalent system acceptable to the Wildlife Agencies as required by the Plan. The City shall coordinate the Annual Meeting.

4. Term. This Agreement shall become effective on the date it is fully executed by both the City and the PVPLC (the "Effective Date"). At such time as the Plan is approved by the Wildlife Agencies and adopted by the City Council, this Agreement shall become, without the necessity of further approval, execution or ratification, the management agreement anticipated or required under the Plan and shall expire on the same date as Plan expiration, unless earlier terminated or replaced by mutual agreement of the City and PVPLC or unless terminated pursuant to the provisions of Section 8.1 (d) of this Agreement. In the event the Wildlife Agencies and the City conclude in writing that they will not or are not able to complete the Plan, the City shall so notify the PVPLC and this Agreement shall terminate on that date which is the 180th day following the date of the City's notice to PVPLC.

5. Insurance.

5.1 PVPLC Insurance. The PVPLC, at its own cost and expense, shall at all times during the effectiveness of this Agreement obtain and maintain the following insurance policies and coverages with the following limits, and shall furnish the City with evidence of such insurance from one or more insurers that are admitted to do business in the State of California with a minimum rating of A-VII by A.M. Best Company:

(a) general liability insurance in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence;

(b) automobile liability insurance as required by law covering any motor vehicle that is used by the PVPLC in connection with this Agreement, but in no event less than Five Hundred Thousand Dollars (\$500,000) Combined Single Limit per occurrence;

(c) worker's compensation/employer's liability insurance as and to the extent required by the provisions of sections 3700 *et seq.* of the California Labor Code (which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code); and

(d) employer's liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000).

5.2 City Insurance. The City, at its own cost and expense, shall at all times during the effectiveness of this Agreement self-insure under a joint powers insurance authority or other available municipal insurance program, insuring against casualty, injury or death to persons, and damage to or destruction of property caused by the City's actions in connection with the Preserve.

5.3 Additional Insureds. The PVPLC and the City each shall obtain, to the extent available and to the extent commercially reasonable under their respective insurance programs, additional insured endorsements issued by their respective liability insurer and/or joint powers authority which name the other contracting party as an additional insured. Additionally, in the event the

PVPLC hires contractors or third parties to perform work on City-owned properties in the Preserve, in accordance with the provisions of this Agreement, the PVPLC shall require such contractors to provide insurance in the amounts set forth in Paragraph 5.1, and such insurance policies shall name the City and the PVPLC as additional insureds.

5.4 Combined Coverage. Any insurance required hereunder may be combined with insurance obtained for other activities of the insured.

5.5 Notice of Change in Insurance. Each party shall use its commercially reasonable efforts to cause all insurance required under this Agreement to expressly provide that such insurance shall not be cancelled or materially reduced in coverage or limits except after thirty (30) days written notice is provided by receipted delivery to the party named as an additional insured.

5.6 Default. Cancellation, lapse or reduction of insurance below the minimums required in this Section shall constitute a default under this Agreement, entitling the non-defaulting party to, at its discretion, exercise its remedies under Section 8.1(d) of this Agreement.

5.7 Waiver of Subrogation. With respect to property damage, each party waives its rights of recovery against the other for any claim to the extent that the applicable insurance policies so permit, and the party obtaining such insurance shall use commercially reasonable efforts to obtain a waiver of subrogation endorsement or similar endorsement.

6. Hazardous Materials.

6.1 Definitions. The term "Hazardous Materials" shall mean any chemical, substance, material, or waste or component thereof which is now or hereafter listed, defined or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction over Hazardous Materials, or which would trigger any employee or community right-to-know requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. Without limiting the generality of the foregoing, "Hazardous Materials" shall include, but be not limited to: (a) hazardous, toxic or radioactive substances as defined in California Health and Safety Code section 25316, as amended from time to time, or a related defined term in any successor or companion statutes, and (b) crude oil or byproducts of crude oil, other than crude oil which exists on the Preserve as a natural formation.

6.2 Use of Hazardous Materials. Neither the PVPLC nor the City may use, store, maintain, handle, release, discharge, dispose, generate or transport (collectively, as a verb or noun, "Use") within the Preserve any Hazardous Materials other than those types and quantities of substances customarily used in connection with the activities or services contemplated under the terms of this Agreement. Each party shall give reasonably prompt written notice to the other of the types and quantities of Hazardous Materials each intends to Use in the Preserve. Any permitted Use of Hazardous Materials in the Preserve shall be strictly in accordance with applicable laws and manufacturer's instructions. If any applicable law or the Preserve's trash removal contractor requires that permitted Hazardous Materials or their containers be disposed of separately from

ordinary municipal solid waste, the party who Used such Hazardous Material shall make arrangements at its own expense for such disposal directly with a licensed disposal company at a lawful disposal site. If the PVPLC makes such arrangements for separate disposal of Hazardous Materials it Used, then it shall promptly provide the City with a copy of all uniform hazardous waste manifests or other documentation regarding the Use of such Hazardous Material. Upon the expiration or earlier termination of this Agreement, PVPLC shall promptly cause the complete and lawful removal of any unused permitted Hazardous Materials which it stored on the Preserve.

6.3 Compliance with Hazardous Materials Laws. Each party hereby warrants and represents to the other that it shall comply with all federal, state, and local laws and regulations concerning the Use (including temporary storage) of Hazardous Materials at and in the Preserve.

6.4 Cleanup of Hazardous Materials—Third Party Release. If Hazardous Materials are discovered in soils or groundwater of the Preserve, and neither party released, discharged, or disposed of the Hazardous Material, then as between the City and the PVPLC, the City shall have the obligation to monitor, investigate and/or remediate the Hazardous Material if it is located on a City-owned property, and any such monitoring, investigation and/or remediation is required. Nothing herein shall be deemed to prevent the City from seeking any and all appropriate redress from any person or entity responsible for the release, discharge or disposal of such Hazardous Materials. Likewise, if Hazardous Materials are discovered in soils or groundwater of the Preserve, and neither party released, discharged, or disposed of the Hazardous Material, then as between the City and the PVPLC, the PVPLC shall have the obligation to monitor, investigate and/or remediate the Hazardous Material if it is located on a PVPLC-owned property, and any such monitoring, investigation and/or remediation is required. Nothing herein shall be deemed to prevent the PVPLC from seeking any and all appropriate redress from any person or entity responsible for the release, discharge or disposal of such Hazardous Materials.

6.5 Cleanup of Hazardous Materials—City or PVPLC Release. If any Hazardous Material is released, discharged, or disposed of by either party or by their officers, agents, contractors, employees or assigns, on, in, under or about the Preserve during the term of this Agreement in contravention of law or this Agreement, then the responsible party shall immediately and in compliance with all applicable laws, regulations or orders, clean up and remove the Hazardous Material from the Preserve or any affected real property, and clean or replace any affected personal property.

6.6 PVPLC's Indemnity of City. The PVPLC agrees to indemnify, defend and hold harmless the City, its agents, officers, and employees from or against all liability, expenses, including defense costs, legal fees and response costs imposed by law, and claims for damages of any nature whatsoever which arise out of the Use or presence of Hazardous Materials on the Preserve caused by authorized or unauthorized action of the PVPLC staff, officers, or its contractors. If the City believes that a claim falling within the provisions of this indemnification clause have been made against it, then it shall within ninety (90) days tender written notice of any such claim and any supporting materials to the PVPLC. The City shall cooperate fully in all regards with respect to the PVPLC's defense of any claim against the City.

6.7 City's Indemnity of PVPLC. The City agrees to indemnify, defend and hold harmless the PVPLC, its agents, officers, and employees from or against all liability, expenses, including defense costs, legal fees and response costs imposed by law, and claims for damages of any nature whatsoever which arise out of the Use or presence of Hazardous Materials on the Preserve caused by authorized or unauthorized action of City staff, or its other assigns, contract parties, vendors or third parties. If the PVPLC believes that a claim falling within the provisions of this indemnification clause have been made against it, then it shall within ninety (90) days tender written notice of any such claim and any supporting materials to the City. The PVPLC shall cooperate fully in all regards with respect to the City's defense of any claim against the PVPLC.

6.8 Survival. Subsections 6.4, 6.5, 6.6 and 6.7 of this Section shall survive the expiration or earlier termination of this Agreement.

7. General Indemnities.

7.1 PVPLC's Indemnity of City. The PVPLC agrees to indemnify, defend, and hold harmless the City and its officers, employees, agents, and assigns from and against all liabilities, expenses, defense costs, legal fees, claims, suits, and judgments for damages (Liabilities) which arise out of an act or omission of the PVPLC or any of its agents, employees or assigns arising from the PVPLC's obligations under this Agreement to the extent not paid by the insurance required and obtained under this Agreement, except for any Liabilities that arise out of the sole negligence or willful misconduct of the City.

7.2 City's Indemnity of PVPLC. City agrees to indemnify, defend, and hold harmless the PVPLC and its officers, directors, employees, agents, and assigns from and against all liabilities, expenses, defense costs, legal fees, claims, suits, and judgments for damages (Liabilities) which arise out of an act or omission of the City or any of its agents, employees or assigns arising from the City's obligations under this Agreement to the extent not paid by the insurance required and obtained under this Agreement, except for any Liabilities that arise out of the sole negligence or willful misconduct of the PVPLC. Nothing herein is or shall be construed to be the City's waiver with respect to third party claims of any immunity or defense applicable specifically to incorporated cities in the State of California provided by statute or common law.

8. Default.

8.1 Notice and Cure; Remedies. In the event that either party breaches, defaults or materially fails to comply with any of the provisions contained in this Agreement, the non-defaulting party shall provide the defaulting party with written notice identifying the alleged default and demanding that the defaulting party cure such breach, default or non-compliance. If the defaulting party does not cure such breach, default or non-compliance within thirty (30) days of the date of the default notice or, in situations where cure reasonably requires longer than 30 days, make reasonable progress toward cure to the satisfaction of the non-defaulting party within thirty (30) calendar days of the date of the default notice, the non-defaulting party may exercise one or more of the following remedies:

(a) Setoff. In the event the default results from the failure of a party to provide its required financial contributions, the non-defaulting party may pay such amounts and set off such

payments against amounts the non-defaulting party owes to the defaulting party, whether under this Agreement or otherwise; provided, however, that such setoff may not apply to the non-defaulting party's contributions under this Agreement, which must continue to be made notwithstanding the occurrence of a default.

(b) Self-help. After the expiration of the cure period, the non-defaulting party may take such action as is necessary to cure the default and seek to recover all costs relating to such cure from the defaulting party.

(c) Judicial Action. With or without terminating this Agreement, the non-defaulting party may seek from a court of proper jurisdiction (i) a temporary restraining order or injunction to prevent the continuation of any act in contravention of this Agreement, which may be sought on an ex parte or shortened notice basis, subject to the determination of the court; (ii) a mandamus or specific performance order requiring the defaulting party to take such action as is required under this Agreement to cure the default; (iii) a declaration of the rights of the parties in connection with the default or dispute arising therefrom; or (iv) damages from the defaulting party.

(d) Termination. In the event that the default results in non-compliance with this Agreement, the non-defaulting party may terminate this Agreement. The non-defaulting party shall submit the request for termination in writing to the other party and to the Wildlife Agencies. Any such submittal made by the City must include a provision for continued compliance with the terms of the Plan. No termination of this Agreement shall result in termination or revocation of the conservation easements granted to the PVPLC, unless specifically agreed to in writing by City and PVPLC.

8.2 Emergency Corrective Actions. In the event the alleged default constitutes an imminent threat to health or human safety or a material imminent threat to the protection of habitat and species that are required to be protected under the Plan, the non-defaulting party may (but shall not be obligated), with or without notice to the defaulting party and without waiting for the expiration of the defaulting party's cure period, take such action or make such payment as is necessary to remedy the imminent threat or threats, or engage such third parties as may be necessary to accomplish the same, and the defaulting party shall immediately upon demand reimburse the non-defaulting party for all expenses actually incurred or payments actually made in connection with such action, and such expenses or payments shall incur interest from the date of demand at the maximum legal rate permitted by law.

8.3 Conflict Resolution of Certain Matters.

(a) It can be anticipated that from time to time during the term of this Agreement the City and PVPLC may disagree on matters related to their obligations under the Plan, the PUMP and/or this Agreement or regarding issues that are of interest to both parties and that relate to the Plan, the PUMP and/or this Agreement. Therefore, the parties agree to the following conflict resolution process.

(b) If the PVPLC has concerns with any City activities that affect the Preserve and/or Plan, the PVPLC Executive Director shall transmit its concerns directly to the City Manager.

Likewise, if the City has concerns with any PVPLC activities that affect the Preserve and/or Plan, the City Manager shall transmit said concerns directly to the PVPLC Executive Director.

(c) If differences of opinion cannot be resolved by the Executive Director and the City Manager within five (5) business days, the concerns shall be discussed by one or more representatives of the PVPLC Board and one or more representatives of the City Council (but not by way of public meeting, workshop or similar public process in which a quorum of Council members are present).

(d) If the PVPLC Board and members of the City Council cannot resolve the concerns within five (5) business days, and the concerns relate to obligations or perceived obligations under the Plan or the PUMP, or to obligations or perceived obligations under this Agreement that do not constitute a present breach of this Agreement or a breach of this Agreement after the giving of notice, the passage of time, or both, either party may request that the one or both of the Wildlife Agencies mediate the concerns.

(e) If either or both of the Wildlife Agencies agree to mediate, then the Wildlife Agencies or Agency, as applicable, will appoint a representative from its or their departments who will set a time convenient to both parties (but in no event later than thirty (30) days following the date of the Wildlife Agencies' written notification of agreement to mediate), to hear and work with the parties to reach a resolution of the concerns. The Wildlife Agencies' direction shall be final and binding on the parties.

(f) If the concerns relate to performance or non-performance of obligations or perceived obligations under this Agreement that constitute a present breach of this Agreement or a breach of this Agreement after the giving of notice, the passage of time, or both, then the concerns shall be resolved as provided in Section 8 of this Agreement.

(g) The PVPLC and the City agree that they shall not, and that none of its or their board members, Council members or staff members shall, issue any public statement, letter or similar communication, or speak in any public forum, regarding the foregoing concerns unless and until the process of staff-to-staff communication in subsection (c) above and board-to-Council communication in subsection (d) above have been implemented and have not resulted in a mutually agreeable resolution.

(h) The foregoing subsection (g) does not apply to contacts between individual board members and/or staff members of the PVPLC and individual Council members and/or staff members of the City.

9. Compliance with Laws. The parties shall throughout the term of this Agreement conduct their activities and operations in material compliance with all laws, ordinances, regulations and orders of any governmental or quasi-governmental authority with jurisdiction over the Preserve or the respective parties.

10. Assignment and Subletting and Bankruptcy. Neither party may (i) lease or sublease the Preserve or any portion thereof, except as expressly provided in the Plan and PUMP, or (ii) allow the same to be used by any other person or organization for any other use than specified in the

Plan and PUMP. Neither party may assign this Agreement, nor transfer, assign, or in any manner convey any of the rights or privileges herein granted without the express written approval of the other party and the Wildlife Agencies. Neither this Agreement nor the rights herein granted shall be assignable by any process or proceeding in any court, by operation of law, by attachment or execution, by proceedings in voluntary or involuntary insolvency or bankruptcy, or by voluntary or involuntary receivership proceedings. Notwithstanding the foregoing, the PVPLC's rights and obligations under this Agreement may be assigned to an entity that satisfies the requirements of this Agreement (including the nonprofit, tax-exempt status) if such assignment is part of merger or acquisition of the PVPLC into such other entity, in each case subject to the approval of the Wildlife Agencies and the City Council and such other entity's agreement to assume the PVPLC's obligations under this Agreement and the Plan.

11. Inspection of PVPLC Work. The City may at any time enter the Preserve and inspect the PVPLC's work in the Preserve and ascertain compliance by the PVPLC with the terms and conditions of this Agreement.

12. Nonprofit, Tax-exempt Status. At all times during the term of this Agreement, the PVPLC shall keep current its status as a nonprofit, tax-exempt, 501(c)(3) corporation in the State of California or its equivalent from time to time available for non-profit land trusts, as well as similar California state non-profit charitable entity status. In the event the PVPLC loses such status, the PVPLC shall promptly notify the City in writing. The PVPLC shall have sixty (60) days from the effective date of such loss of status to appeal the status determination or to commence cure and restoration of such loss of status. Loss of such status and the PVPLC's failure to appeal or commence cure within such sixty (60) day period and thereafter to diligently pursue such appeal and/or cure to completion shall constitute a material breach of contract for which the City may immediately terminate this Agreement.

13. No Ownership or Possessory Interest; Property Taxes. This Agreement does not create any ownership or possessory interest in City-owned properties in the Preserve by the PVPLC, and does not create any ownership or possessory interest in PVPLC-owned properties in the Preserve by the City. The PVPLC shall, at all times during the term of this Agreement, maintain a status to the greatest extent permissible under the laws and regulations of the State of California or the County of Los Angeles that would exempt it from any property tax, possessory interest tax, or similar tax, should it be determined to have an interest in the Preserve that would otherwise be a taxable interest. If at any time the PVPLC is determined to have a taxable ownership or possessory interest in the Preserve, the PVPLC shall pay all such taxes before delinquency.

14. Financial Records and Reports.

14.1 Maintenance of Financial Records. The PVPLC shall maintain a system of accurate internal financial records and controls for PVPLC operations at the Preserve in accordance with generally accepted accounting procedures ("GAAP") or such other system that may be adopted in financial and accounting practices as substitute for GAAP. The PVPLC shall maintain each year's financial records for a period not less than seven (7) years following the year for which the records are maintained. The City shall have the right to inspect the PVPLC's records pertaining to the Preserve and the PVPLC's obligations under this Agreement at the location

where such records are maintained during normal business hours following not less than seventy-two (72) hours advance written notice to the PVPLC, provided that such inspection right shall be no more than one (1) time per calendar year unless a default notice has been delivered to the PVPLC pursuant to the terms of this Agreement.

14.2 Delivery of Financial Statements. When they become available following the end of the PVPLC's fiscal year, the PVPLC shall provide the City with the audited financial statements of its operations for the immediately previous fiscal year. For purposes of this Agreement, "financial statements" shall mean and shall be limited to the following: Statement of Activities; Statement of Financial Position; and Statement of Functional Expenses for the Preserve as a functional area. Financial statements shall be submitted to the City at the address identified herein for notice purposes.

14.3 Restricted Funds. Any funds that are specifically designated by the donor for use only in connection with programs or activities conducted on the Preserve shall be designated in the accounts of the PVPLC as "restricted funds" for the Preserve, and the PVPLC shall not use or allocate any restricted funds for the Preserve for purposes that are unrelated to the PVPLC's satisfaction of its obligations under this Agreement. Conversely, any funds that are specifically designated by the donor for use only in connection with programs or activities conducted on other sites or properties the PVPLC owns, maintains a conservation easement, or manages shall be designated in the accounts of the PVPLC as "restricted funds" for such other sites and properties, and the PVPLC shall not be obligated or required to use or allocate any such funds restricted for other sites or properties for the Preserve or the PVPLC's satisfaction of its obligations under this Agreement.

15. Non-Discrimination. The Preserve and all authorized services related thereto, as set forth herein, shall be available for use and enjoyment by the public without regard to race, religion, national origin, ancestry, gender, sexual orientation, age, or disability as provided in applicable law and regulation. The PVPLC agrees that in the performance of this Agreement it will not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, gender, sexual orientation, age, or disability.

16. Intellectual Property. Nothing in this Agreement is or shall be deemed to be a license or other agreement, express or implied, allowing either party to use the names, trade names, fictitious business names, trademarks, service marks, logos, copyrights or patents, whether or not registered, of the other party (the "Intellectual Property"), and each party expressly retains the right to control all of its Intellectual Property and to protect and enjoin its unauthorized use. Absence an express written agreement to the contrary, each party retains sole and exclusive rights over any Intellectual Property that it develops during the term of this Agreement, whether with respect to the Preserve or in furtherance of its obligations hereunder or otherwise, and whether or not any portion of the other party's required payments hereunder or other funds provided by that party are used in connection with the development of such Intellectual Property.

17. General Provisions.

17.1 Notices.

(a) The PVPLC and the City shall each use reasonable efforts to keep the other informed in advance of all material activities that are undertaken at the Preserve by them or at their direction, provided that failure to comply with this requirement shall not serve as a basis for default under this Agreement, except as expressly provided in other provisions of this Agreement.

(b) Each party shall place the other on its distribution lists to receive program schedules, newsletters and other information pertaining to its activities.

(c) Unless otherwise notified by the City in writing, all submittals by the PVPLC to the City shall be addressed to:

Community Development Director
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
Tel: (310) 544-5228
Fax: (310) 544-5291

(d) Unless otherwise notified by the PVPLC in writing, all submittals by the City to the PVPLC shall be addressed to:

Executive Director
Palos Verdes Peninsula Land Conservancy
916 Silver Spur, Suite 207
Rolling Hills Estates, CA 90274
Tel: (310) 541-7613
Fax: (310) 541-7623

(e) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be hand delivered, sent via facsimile, electronic mail, overnight delivery or registered or certified mail, return receipt requested. Notice shall be effective: (i) if hand delivered, when delivered; (ii) if sent via facsimile or electronic mail, on the day of transmission thereof on a proper facsimile machine or computer, with confirmation receipts evidencing same; (iii) if sent via overnight delivery, on the day of delivery thereof by a reputable overnight courier service, delivery charges prepaid; and (iv) if mailed, on the third (3rd) business day after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, postage prepaid.

17.2 Forbearance Not a Waiver. The acceptance by either party or the forbearance of any act not contemplated by this Agreement or in breach of this Agreement shall not be deemed to be a permanent waiver of such term, covenant, or condition, and shall not constitute approval or a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Agreement.

17.3 Governing Law. This Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of California and applicable federal laws, without reference to choice of laws provisions.

17.4 Entire Agreement; Termination of Prior Agreements. This Agreement constitutes the entire contract between the parties on the subject matter hereof, provided that reference may be made to the Plan where expressly indicated herein. Any verbal agreements are void unless included in this Agreement. This Agreement replaces and supersedes that certain Amended and Restated Agreement—Forrestal Nature Preserve, as amended, that certain Forrestal Management Plan, as amended, and any other plans or agreements between or among the City and the PVPLC relating to any portion of the Preserve, which are hereby deemed terminated in their entirety and of no further force or effect.

17.5 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either party. The paragraph headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way defining, limiting or amplifying the provisions hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or any exhibits thereto.

17.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

17.8 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

17.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the City and the PVPLC had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

17.10 Time of the Essence. Time is of the essence of this Agreement.

17.11 Waiver of Right to Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY OF ANY DISPUTE ALLEGED AGAINST THE OTHER AND ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

17.12 Amendments. This Agreement shall not be altered, modified or changed except by an amendment approved and signed by both the City and the PVPLC that expressly and prominently states that the effect of the writing is to amend one or more provisions of this Agreement.

17.13 Third Party Beneficiaries. The Wildlife Agencies are and shall be intended third party beneficiaries of this Agreement.

In witness whereof, the undersigned execute and deliver the foregoing Agreement.

“City”

“PVPLC”

The City of Rancho Palos Verdes, a

Palos Verdes Peninsula Land Conservancy, a
California non-profit, public benefit
corporation

By: _____

Its: _____

Print Name: _____

By: _____

Its: _____

Print Name: _____

List of Exhibits

- Exhibit A Map of Preserve Properties Managed by PVPLC
- Exhibit B-1 List of PVPLC Obligations
- Exhibit B-2 List of City Obligations
- Exhibit B-3 List of PVPLC Permissive Activities
- Exhibit C Oceanfront Estates Management Requirements
- Exhibit D Donor Recognition Naming Criteria and Approved Sites

EXHIBIT A

Map of Preserve Properties Managed by the PVPLC

Palos Verdes Nature Preserve

Palos Verdes Peninsula Land Conservancy

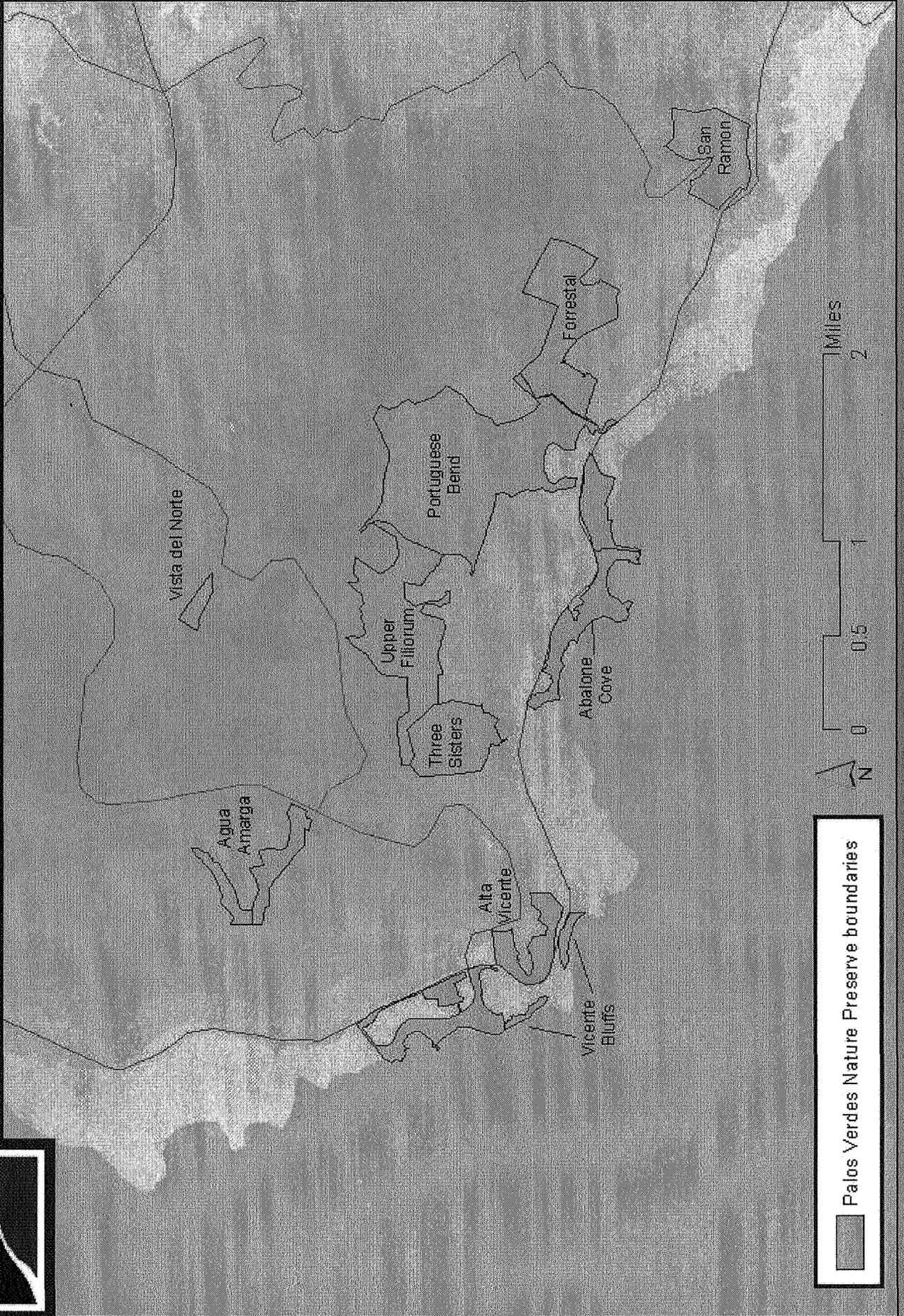
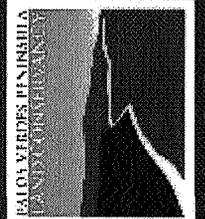


Exhibit B-1
PVPLC Obligations

Contract Obligation		Scope of Work	Interval
Surveys and Reports and Meetings			
Biotic Surveys	Conduct wildlife and botanical surveys for Covered Species, as required by the Plan.	every 3 years	
Comprehensive Monitoring and Management Report	Conduct/Prepare Updated Covered Species Surveys, Updated Predator Control Plans, and Updated Habitat Restoration/Enhancement Plans for next 15 acres of habitat restoration as required by the Plan.	every 3 years	
Annual Report	As required by the Plan, submit to the City a Report on Targeted Exotic Removals (covering 5 acres or 20 smaller locations), Restoration Site Monitoring (years 1-3 and 5), and a Financial audit. In addition, the Report shall include a list of any trail maintenance projects completed during the year. (On overlapping years, the Comprehensive Report will replace the Annual Report).	annual by calendar year	
Restoration/Enhancement Site Monitoring	Monitor and report on the restoration work underway in the Preserve as required by the Plan. Each site will be monitored and reported on in years one through three, and five. Monitoring should document restoration progress and provide direction and maintenance recommendations. Monitoring will include both horticultural and botanical components. This Report will be included in the Annual Report or Comprehensive Report.	years 1-3 and five for each site	
Photo Documentation	Photo document restoration areas as required by the Plan.	annual	
Species Reintroduction Plans	Reintroduce species in the Preserve as required by the Plan.	as needed	
Monthly Meetings	Meet with City representatives on a monthly basis to discuss Preserve management issues and inform the City of any PVPLC activities under this exhibit that are scheduled in the Preserve.	Monthly	
Annual Meeting	As required by the Plan, attend and provide input.	annual	
Habitat Maintenance and Restoration			
Targeted Exotic Plant Control (TERP)	Perform targeted invasive plant control on 5 acres or 20 locations as required by the Plan. Invasive plant control may include both mechanical and chemical methods of control.	annual	
Habitat Restoration/Enhancement	As required by the Plan, perform habitat restoration/enhancement on 5 acres, includes without limitation site preparation, seed collection, plant material and/or seeds, soil amendments if needed, erosion control if needed, irrigation system if needed, plant installation.	annual	
Restoration/Enhancement Maintenance	As required by the Plan, perform needed maintenance, including invasive plant control (may be hand removals, mechanical, herbicide or other methods as determined by the PVPLC).	years 1-5 after seeding/ planting	
Public Services, Preserve Safety, Security, Sanitation and Maintenance			

Exhibit B-1
PVPLC Obligations

Fuel Modification/Brush Management	Conduct fuel modification/brush management on PVPLC owned properties as identified in the Plan. Work may be conducted by mowing, grazing, chopping, crushing, chaining, vegetation thinning and removal, and/or herbicide application. All work is to be conducted in accordance with the requirements and directives of the Weed Abatement Division of the L.A. County Department of Agricultural Commissioner and/or L. A. County Fire Department.	on-going
Pre Fuel Modification Surveys	If any fuel modification in the Preserve on PVPLC owned lands is proposed to occur in CSS during the bird breeding/nesting season, conduct surveys to identify nesting locations to minimize impacts.	As needed
Trail Signage	Install or replace up to 25 signs per year that provide trail directions and way finding; trail location and identification; donor recognition; trail closures; protection of habitat, species, and geologic and historic features; and education.	as determined necessary by the PVPLC
Fencing	Pursuant to the Plan, When deemed necessary by the PVPLC, install fencing to protect any particularly sensitive species or habitats or direct human access away from sensitive resource areas.	on-going
Maintenance	Perform any necessary graffiti removal or vandalism repair of PVPLC-owned/installed facilities.	as needed
Volunteer Coordination	Coordinate and manage all volunteer efforts utilized by the PVPLC to complete its Preserve management responsibilities. Notify the City of expected volunteer activities utilized by the PVPLC in the Preserve, as part of the monthly meetings between the PVPLC and the City.	as needed
Structures in Preserve	Dismantle and remove any existing PVPLC installed and maintained structures from Preserve lands.	as needed determined necessary by the PVPLC
Administration and Equipment		
GIS/CAD Management	Provide any Preserve-related, PVPLC-created GIS data layers to the City.	on-going

Exhibit B-2 City of RPV Obligations

Surveys and Reports and Meetings		
Habitat Tracking Report	As required by the NCCP, the City shall produce an annual accounting of the acreage, type and location of habitat and species conserved, restored, and lost by permitted land uses and other activities. The annual report shall be based on the City's fiscal year (July to June) and shall be transmitted to the Wildlife Agencies by December 31 of each year.	annual
Monthly Meetings	City representatives will meet with PVPLC representatives on a monthly basis to discuss Preserve management issues and inform the PVPLC of any City scheduled activities in the Preserve.	Monthly
Annual Meeting	As required by the NCCP, an annual meeting will be held between the City, PVPLC and Wildlife Agencies to review and coordinate implementation of the NCCP.	annual
Public Services-Preserve Safety, Security, Sanitation and Maintenance		
Pre Fuel Modification Surveys	If any fuel modification in the Preserve on City of RPV owned lands is proposed to occur in CSS during the bird breeding/nesting season, conduct surveys to identify nesting locations to minimize impacts.	As needed
Fuel Modification/Brush Management	Conduct fuel modification/brush management on City owned properties as identified in the Plan. Work may be conducted by mowing, grazing, chopping, crushing, chaining, vegetation thinning and removal, and/or herbicide application. All work is to be conducted in accordance with the requirements and directives of the Weed Abatement Division of the L.A. County Department of Agricultural Commissioner and/or L. A. County Fire Department.	Annual or as required by L.A. County
New Trail Construction	Based on the availability of funds and authorization from the City Council, construct any new trails that are identified in the approved Preserve Trails Plan as approved trails but which do not presently exist. In collaboration with the PVPLC, the City will oversee the new trail construction whether performed by paid contractors or volunteers.	As determined necessary by the City
Access Control	Maintain the City gates, signage and other City barriers that prevent/control unauthorized vehicular access to the Preserve.	on-going

Exhibit B-2 City of RPV Obligations

Access Protocol	Develop and enforce the NCCP required Preserve "access protocol" directed at utility agencies and the City's Public Works Department in a manner that avoids and minimizes, to the maximum extent possible, environmental damage, particularly damage to NCCP protected habitat and Covered Species. Access protocol should include City or utility or other party giving reasonable advance notice to PVPLC.	on-going
Public Safety and Public Use Enforcement	Enforce the City's Municipal Code regulations and any other applicable laws and regulations that apply to public use of the Preserve, including enforcing the closure of unauthorized trails to the public. Enforcement is to be provided by City Staff, Park Rangers or the L.A. County Sheriff.	on-going
Trail Maintenance	Perform "routine" and "remedial" maintenance of any "improved" trails in the Preserve that are not already maintained by outside parties through an existing contractual agreement with the City. For purposes of this obligation, "routine maintenance" shall mean regularly scheduled activities such as, but not limited to, litter pick-up, trash and debris removal, weed and dust control, trail sweeping, sign replacement, and tree and shrub trimming; "remedial maintenance" shall mean repairing, replacing, restoring or re-routing trail segments that have been destroyed, damaged or have become significantly deteriorated; and "improved trails" shall mean trails which have been constructed to specified trail width and/or constructed to have a specific trail tread such as concrete, asphalt or decomposed granite.	on-going
Access and/or Utility Road Maintenance	Perform "routine" and "remedial" maintenance of any access roads or utility roads in the Preserve that are not already maintained by outside parties through an existing contractual agreement with the City. For purposes of this obligation, "routine maintenance" shall mean regularly scheduled road grading and sweeping.	on-going
Structures in Preserve	When determined to be necessary by the City, dismantle and remove existing fencing; unused culverts, drains and piping; abandoned City-owned structures and other unused structures from Preserve lands	As deemed necessary by the City

Exhibit B-2 City of RPV Obligations

Signage	At the City's sole discretion, provide any needed signage such as entry signs/kiosks and warning signs beyond the PVPLC's signage responsibilities.	As determined necessary by the City
Sanitation Control	Provide for the collection and disposal of trash/ waste as determined by the City. Provide dumpsters as requested by PVPLC for special occasions or habitat needs.	on-going
Pet waste Control	Maintain and refill waste bag dispensers. Install new dispensers when and where determined by the City to be necessary.	on-going
Portable Toilets	Provide portable toilets on as needed basis as determined by the City.	As determined necessary by the City
Storm Drain Maintenance	Maintain any City storm drains on as needed basis as determined by the City.	As determined necessary by the City
Utility Services	Maintain any City utilities on an as needed basis as determined by the City.	As determined necessary by the City
Third Party Vendors	Notify PVPLC of any volunteer or third party vendor work in Preserve.	per occurrence, prior to work starting
Educational Signage	Pursuant to the Plan, City may take the following actions on an as needed basis as determined by the City to educate, provide direction, and promote the sensitive use and enjoyment of the preserve: 1. Establish road signs near wildlife corridors to help reduce road kills. 2. Include, where appropriate, contact information for law enforcement, and management staff.	
Fencing Removal	Pursuant to the Plan, when determined necessary by the City, dismantle and remove any existing fencing inside the Preserve.	
Maintenance	Perform any necessary graffiti removal or vandalism repair of city owned/installed facilities.	on-going
Administration and Equipment		
GIS/CAD Management	Maintain GIS layers related to the Preserve and update when necessary.	on-going
Aerial Photo	Produce an ortho-rectified aerial image of the entire Preserve every 5 years and provide said image to the PVPLC.	every five years

Permissive Activity		Scope of Work/Conditions	Interval
<p>Permissive Activities</p> <p>Close individual trails or areas of the Preserve, or limit uses of individual trails or areas of the Preserve, as reasonably determined by the PVPLC provided the City is notified in advance and the closure is for a period not to exceed 30 calendar days. Any closures that exceed 30 days require City Manager approval.</p>	<p>The criteria used by the PVPLC to determine whether trails or Preserve areas should be closed shall include but not be limited to: (1) protection of people, animals, habitat and geological or historical features; (2) restoration of habitat; (3) trail maintenance; (4) species protection (e.g., during nesting seasons); (5) scientific research; (6) educational programs; (7) fundraising activities of the PVPLC; and (8) other activities within the scope of the PVPLC's obligations hereunder or the PVPLC's non-profit mission</p>	<p>as determined necessary by the PVPLC</p>	
<p>Maintenance and repair of unimproved trails in accordance with the approved PUMP.</p>	<p>Perform any "trail maintenance" and "trail repair" that it desires on unimproved trails identified in the City's approved Preserve Trails Plan (PTP). The City or PVPLC has no obligation with respect to trail maintenance and trail repair. "Unimproved trails" shall mean trails which have not been constructed to any specified trail width or grade and/or constructed to have a specific trail tread such as concrete, asphalt or decomposed granite. The PVPLC's scope of work may include but not be limited to the following tasks involving "trail maintenance": litter pick-up, trash and debris removal, weed and dust control, tree and shrub trimming, adjusting width or slope. The PVPLC's scope of work may include the following tasks involving "trail repair": repairing, replacing, restoring or re-routing trail segments that have been destroyed, damaged or have become significantly deteriorated.</p>	<p>as determined necessary by the PVPLC</p>	
<p>Coordinate, conduct or sponsor educational or scientific activities and research.</p>	<p>Subject to City approval if required under the Agreement</p>	<p>on-going</p>	

Exhibit B-3
PVPLC Permissive Activities

Fundraising and other special events		as determined necessary by the PVPLC
Eliminate unauthorized trails and remove unauthorized features.	"Unauthorized features" may include earthworks like mounds, jumps and berms and man-made structures like ladders, bridges and walls.	as determined necessary by the PVPLC
Implement the designs, recommendations, guidelines, trails plans, signage plans, facilities plans and other provisions of the PUMP		as determined necessary by the PVPLC
Engage in outreach to educate, provide direction, and promote the sensitive use and enjoyment of the Preserve	<ol style="list-style-type: none"> 1. Provide education brochures, interpretive kiosks, signs and other outreach materials to educate the public about the resources and goals of the Plan and Preserve, rules of Preserve use, and the role and mission of the PVPLC. 2. Establish signs for identification, access control and education at the periphery of the Preserve. 3. Install signs for educational and/or interpretive trails. 4. Limit the use and/or language of signs that might attract attention to sensitive species, because such designation may invite disturbance of their habitat. 5. Install temporary signs to indicate habitat restoration, erosion-control areas, or other work zones or hazard areas. 6. Install barriers and signage to discourage shortcuts between established trails. 	as determined necessary by the PVPLC

Exhibit B-3
PVPLC Permissive Activities

Install or replace signs in excess of the 25 signs per year as required under Exhibit B-1	Trail directions and way finding; trail location and identification; donor recognition; trail closures; protection of habitat, species, and geologic and historic features; and education.	as determined necessary by the PVPLC
Design, install any donor recognition sites.	subject to City approval	on-going

EXHIBIT C

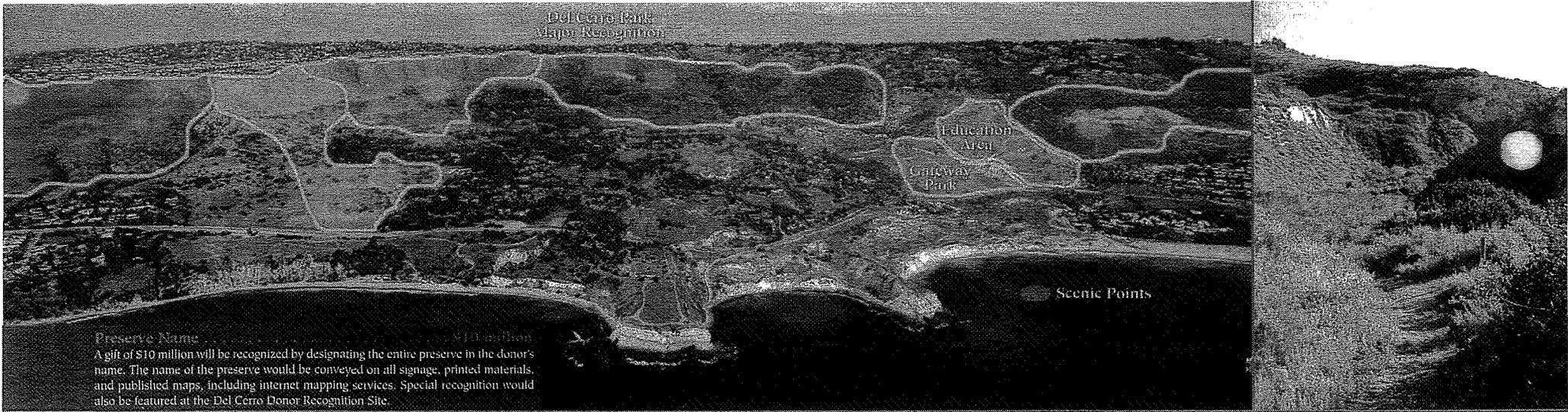
Oceanfront Estates Management Requirements

**Oceanfront Estates Open Space Lots
Tract Map No. 46628**

Lot	Acres	Use	Maintenance Responsibilities
80	14.17	Pre-existing and revegetated CSS habitat	Habitat areas by PVPLC; perimeter ornamental landscaping and fencing by homeowners' association
81	5.36	Revegetated CSS habitat and trail	Habitat areas and trails by PVPLC; perimeter ornamental landscaping and fencing by City or homeowners' association
82	46.54	Revegetated CSS habitat and trails, off-street parking lot, sewer pump stations (2) and underground slant drain access point	Habitat areas and trails by PVPLC; other "hard" infrastructure by City; perimeter ornamental landscaping and fencing by City or homeowners' association
83	2.80	Pre-existing and revegetated wetland habitat	Habitat areas by PVPLC; perimeter ornamental landscaping and fencing by homeowners' association
84	1.02	Ornamental slope landscaping	Perimeter ornamental landscaping and fencing by homeowners' association
85	0.25	Pedestrian access corridor	Trail and ornamental landscaping by City; perimeter fencing by homeowners' association
86	0.18	Wildlife access corridor	Ornamental landscaping by City; perimeter fencing by homeowners' association

EXHIBIT D

Donor Recognition Naming Criteria and Approved Sites



Preserve Name \$10 million
 A gift of \$10 million will be recognized by designating the entire preserve in the donor's name. The name of the preserve would be conveyed on all signage, printed materials, and published maps, including internet mapping services. Special recognition would also be featured at the Del Cerro Donor Recognition Site.

Gateway Park \$2 million
 Adjacent to Palos Verdes Drive South there will be a Gateway Park for the entire preserve. Additional development within this area may include an equestrian center, educational kiosks, and picnic areas. The Gateway Park will feature the donor's name and be prominently displayed on a sign welcoming visitors to the preserve. The donor's contribution would also be recognized at the Del Cerro Donor Recognition Site.



Wilderness Areas \$1 million
 There are several unique natural areas in the preserve and each area will have the opportunity for a clearly visible sign in a public location. It will be referred to in all materials as the Donor Name Wilderness Area. A special recognition for each Wilderness Area will be part of the Del Cerro Donor Recognition Site.

Del Cerro Donor Recognition Site
 A donor recognition site will be created at Del Cerro Park to recognize all contributions of \$37,000 or more with permanent markers overlooking the magnificent slopes of Portuguese Bend. An easy pathway from the parking lot will bring the donor to the viewpoint, where a significant and permanent recognition marker, including seating and signage, will be placed.



Education Center \$1.5 million
 Within the Gateway Park an education center will welcome people of all ages to learn about the unique features of the preserve. A large sign with the donor's name will mark the area, and all materials will refer to the facility by the donor's name. You will also be recognized at the Del Cerro Donor Recognition Site.



Scenic Points \$250,000
 These are dramatic overlooks within the preserve. Permanent markers, designed for each site as appropriate, will be placed at the overlook and will recognize donor support. Recognition could be a plaque, bench, or other amenity to be determined. Contributions will also be noted at the Del Cerro Donor Recognition Site.



Trails \$100,000
 Approximately twenty miles of trails traverse the preserve, and naming opportunities exist for all of the major trails. The trail names will be shown on all of the maps of the preserve, on trail signs at the trailhead and at trail intersections. Donors will also be recognized at the Del Cerro Donor Recognition Site.



★ 1 Proposed Donor Recognition Site at Abalone Cove

★ 2 Proposed Donor Recognition Site at Portuguese Point



★ Proposed Donor Recognition Site at Lower Point Vicente



★ Proposed Donor Recognition Site overlooking the Education Center