

**#53594-17-38**

**Co-Management Agreement**

**with**

**Irvine Ranch Conservancy,  
a qualified nonprofit organization**

**for**

**Crystal Cove State Park  
Natural Resources Program**

**STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY  
DEPARTMENT OF PARKS AND RECREATION  
PARTNERSHIPS OFFICE  
1416 NINTH STREET, 14<sup>TH</sup> FLOOR  
SACRAMENTO, CA 95814**



CO-MANAGEMENT AGREEMENT

for

Crystal Cove State Park

Natural Resources Program

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Co-Management AGREEMENT  
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for  
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Natural Resources Program

THIS CO-MANAGEMENT AGREEMENT ("Agreement"), by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**" or "**State Parks**", and Irvine Ranch Conservancy, a qualified nonprofit organization, hereinafter referred to as "**Irvine Ranch Conservancy**" or "**Conservancy**", collectively referred to as the "**Parties**".

BACKGROUND

Pursuant to the provisions of Section 5080.42, et seq., of the California Public Resources Code, State may enter into an operating agreement with a qualified nonprofit organization for the development, improvement, restoration, care, maintenance, administration, or operation of a unit or units, or a portion of a unit, of the state park system.

The purpose of this operating Agreement is to co-manage with the Irvine Ranch Conservancy the natural resources program at Crystal Cove State Park. This Agreement involves the sharing of operational and financial responsibilities for the park unit that have the effect of reducing state costs.

Pursuant to California Public Resources Code, Section 5080.42(a)(4), General Fund monies to non-profit organizations shall not be used to subsidize the operation of or maintenance of a public park unit, but this does not apply or preclude State Parks from entering into an agreement for a portion of a state park unit.

State has acquired, for park and recreational purposes, certain real properties known as Crystal Cove State Park located within Orange County.

Crystal Cove State Park contains almost 3,000 acres of coastal terrace and backcountry, including globally important Mediterranean ecosystems, centrally positioned as a major component of more than 12,000 acre of publicly-owned conservation and recreation landscape. The County of Orange and City of Irvine own and manage the adjacent wildlands, which is part of the Orange County Central Coastal Natural Communities Conservation Plan and Habitat Conservation Plan. State Parks, Orange County and the City of Irvine participate in this plan.

State Parks, through the Transformation Team effort, has determined that a pilot effort to demonstrate the improvement of resources management and reduction of costs to the state is warranted at Crystal Cove State Park, and has outlined a phased partnership to demonstrate the efficacy of this approach.

The Irvine Ranch Conservancy is a 501(c)(3) non-profit, non-advocacy organization, dedicated to help care for wildlands and parks on the historic Irvine Ranch and currently manages the acres of wildlands that are adjacent to and surround Crystal Cove State Park. These wildlands include 20,000 acres of wilderness parks for Orange County and 6,600 acres of open space preserves for the City of Irvine.

State and the Irvine Ranch Conservancy, a California non-profit land management organization located in Orange County, desire to enter into an Agreement to provide for the restoration, maintenance, protection and co-management of select natural resources of Crystal Cove State Park by Irvine Ranch Conservancy; and

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

**1. PREMISES**

State authorizes Irvine Ranch Conservancy to co-manage, develop, improve, restore, care, and co-maintain select natural resource areas in Crystal Cove State Park as shown in "**Exhibit A**", attached and hereby made a part hereof, hereafter "Premises". Irvine Ranch Conservancy agrees to improve, restore, care, and co-manage the Premises in their present condition "AS IS" with all faults according to the scope and terms of any Task Orders executed under this Agreement, and agrees to co-maintain

the same in a safe and tenable condition, and, at any termination of this Agreement, to return the same to State in the same or better condition, reasonable wear and tear excepted. State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement. This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than Irvine Ranch Conservancy and State.

## **2. TERM**

The term of this Agreement shall be for a period of five (5) years and shall commence on August 1, 2017 and end on July 31, 2022 and shall not be effective until the first of the month following approval by the State of California, Department of General Services, whichever is later. Should Irvine Ranch Conservancy hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month as set forth in this Agreement subject otherwise to all the terms and conditions of this Agreement.

## **3. USE OF PREMISES**

A. The purpose of this Agreement is to specify the duties of Conservancy relative to natural resource protection. Irvine Ranch Conservancy agrees to improve, restore, care, and co-manage the Premises for natural resource management and public recreation resulting in the use and enjoyment of the general public. Conservancy's development, improvement, restoration, care and co-management of the Premises shall be conducted in accordance with all applicable (1) State, Federal and local government statutes, laws, and regulations; (2) State Parks natural resource management policies, procedures and practices; and (3) State general planning principles, State Park Commission policies.

B. This co-management Agreement covers two phases of work to be conducted over a period of 5 years. Phase 1 or "Planning and Project Development" is development of a Natural Resources Management Plan that will create a program of management objectives, responsibilities, and tasks under the umbrella of the park

General Plan and Department's Natural Resources Program. Phase 2 or "Maintenance Obligations" anticipates the implementation of the Natural Resources Management Plan to guide annual natural resources management activities. Irvine Ranch Conservancy would undertake both phases of this effort, under the direction and participation of the State.

C. Upon the agreement of both parties, the Parties will execute Task Orders, refer to Exhibit B for a sample Task Order, specifying the manner in which Phases 1 and 2 will be carried out. The Task Orders will further set forth the specifics of co-management which may include but is not limited to improving, restoring, caring for natural resource areas, outdoor trail and interpretive facilities for their intended uses management activities. Tasks shall not adversely affect the use and enjoyment of the Premises by the public.

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

E. In carrying out of Phase 1 and Phase 2, the Parties shall comply with the requirement that this Agreement, including Task Orders, share the operational and financial responsibilities that have the effect of reducing State costs.

#### **4. CONSIDERATION**

A. In consideration of the co-management duties to be performed by Irvine Ranch Conservancy pursuant to this Agreement, State hereby authorizes access to and co-management of the Premises by Irvine Ranch Conservancy on a "rent-free" basis on the condition that Irvine Ranch Conservancy exert a good faith effort in obtaining funding and resources to implement Phase 1 and 2 of this Agreement. To fulfill that condition, Irvine Ranch Conservancy may donate funds, services, or other resources to reduce State costs. In the event that Irvine Ranch Conservancy fails to perform in good faith, the Premises and all co-management rights shall revert back to the State, at State's option, and State shall have the right to pursue any other remedies available under this Agreement or otherwise available by law.

B. Any grants, funds or other income Irvine Ranch Conservancy raises, or is derived from its co-management of Premises for services, benefits, or accommodation to the park resources or general public, or otherwise, shall be used for the purposes of this Agreement including but limited to the planning for or, maintenance, restoration, administration, or improvement of lands, resources and/or facilities located within Crystal Cove State Park.

**5. Phase 1 -- PLANNING AND PROJECT DEVELOPMENT**

A. Consistent with the requirement that General Fund expenditures are reduced, Irvine Ranch Conservancy shall undertake Phase 1 at an agreed upon cost to be borne by the State, other local agencies, and private funders, for the restoration and maintenance of natural resource assets and public recreation resources consistent with State Parks plans and processes. Phase 1 is the development of the Natural Resources Management Plan, and it shall also reflect and be consistent with plans and activities for surrounding lands subject to the Orange County Coastal NCCP/HCP. All resource management plans developed within this agreement are subject to prior written approval by State. For the purposes of this section, the plans shall be limited to those affecting the maintenance and enhancement of natural resources and enhancements to the recreational facilities such as trails, and may include interpretive signage, and planned trail maintenance and enhancement.

B. Title to all Alterations hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to Irvine Ranch Conservancy. Irvine Ranch Conservancy agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to Irvine Ranch Conservancy, that Irvine Ranch Conservancy must remove any Alterations that are peculiar to Irvine Ranch Conservancy's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Irvine Ranch Conservancy shall bear the cost of restoring the Premises to their condition prior

to the installment of the Alterations unless such Alterations were constructed at the request or direction of State Parks.

Upon mutual agreement of the State and Irvine Ranch Conservancy, projects will be contracted on a Task Order basis, as development, improvement and restoration requirements dictate. Each Task Order will identify the project name, project-specific scope of services, the schedule for providing the services and the required deliverables. The executed Task Order shall become part of this Agreement upon approval of the Deputy Director of Park Operations. State, at its own discretion, may contribute funds for the purpose of accomplishing the specific Task Order.

The Parties agree and understand that any Task Orders executed under this Agreement must include a sharing of operation and financial responsibilities for the park unit or Premises that have the effect of reducing State costs.

The Parties anticipate and recognize that subsequent agreements may be executed for the purposes of securing any expertise, capacity, or financial resources that may be needed to identify, development, or implement projects to fulfill and further the goals of this Agreement. These agreements may include, but are not limited to, contracts, memoranda of understanding, staff-sharing agreements, donor and funding contributions and/or internal documents.

**6. Phase 2 -- MAINTENANCE OBLIGATIONS OF IRVINE RANCH CONSERVANCY**

A. Irvine Ranch Conservancy shall maintain and enhance the identified natural resources and selected recreational and educational resources on the Premises. For the purposes of this section, "maintain and enhance" shall be limited to natural resources management activities, and improvements to recreational facilities such as approved trail maintenance, and interpretive signage.

B. Implementation of Phase 2 will be carried out by execution of Task Orders. In all cases, the maintenance obligations of Irvine Ranch Conservancy will be limited to those that are expressly approved by State Parks as identified in Task Orders to this Agreement. The Parties will determine and agree upon costs and funding for each Task Order prior to execution of the Task Order.

C. During the term of this Agreement, it shall be the Irvine Ranch Conservancy's responsibility to insure that the Premises are maintained to the satisfaction of State.

D. All restoration and maintenance shall be in accordance with all applicable State and Federal laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.

E. Should Irvine Ranch Conservancy fail, neglect, or refuse to undertake and complete any agreed upon work, State shall have the right to perform such maintenance or repairs for the Irvine Ranch Conservancy. In this event, Irvine Ranch Conservancy shall promptly reimburse State for the cost thereof, provided, however, that State shall first give Irvine Ranch Conservancy ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. Irvine Ranch Conservancy hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.

F. Nothing in this agreement shall be construed as to limit or restrict any access to Crystal Cove State Park by the State, which maintains all ownership to Crystal Cove State Park.

## **7. CONCESSIONS**

Irvine Ranch Conservancy may not grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code.

## **8. TAXES**

Irvine Ranch Conservancy shall pay all lawful taxes, assessments, or charges that may be levied by the State, County, City, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that Irvine Ranch Conservancy may have in or to the Premises covered hereby or the

improvements thereon, by reason of Irvine Ranch Conservancy's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Irvine Ranch Conservancy in or about the Premises except to the extent that Irvine Ranch Conservancy may be exempt from such taxes.

## **9. RECORDS AND ACCOUNTS**

A. At all times during the term of this Agreement, Irvine Ranch Conservancy shall keep separate, true, and complete books, records, and accounts of all income received and all expenditures made by Irvine Ranch Conservancy in relation to co-management activities, and all other matters incidental to the improvement, control, and operation of the Premises. Irvine Ranch Conservancy shall report said income and expenditures to State in accordance with "**Exhibit C**" Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report shall be submitted for the period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup> of each reporting year, and shall be filed with State no later than the following September 30<sup>th</sup>. In addition, within forty-five (45) days of the expiration or termination of this Agreement, Irvine Ranch Conservancy shall submit to State a statement of income and expenditures for the period of co-management operations not previously reported, prepared as set forth above.

B. Upon request of State per an executed Task Order, Irvine Ranch Conservancy shall provide State with an annual attendance report to include a reasonable monthly estimate of the number of staff, volunteers, visitors and vehicles the organization brings to Crystal Cove State Park. Such monthly estimates shall be submitted to State with the Annual Revenue and Expenditure Report.

C. The books, records, and accounts applying to the co-management operations of the Premises and kept by Irvine Ranch Conservancy shall be open for audit or inspection by State at all reasonable times and with no less than thirty (30) days advance notice. All records shall be kept by Irvine Ranch Conservancy for a period of at least four (4) years and for four (4) years following the termination of this Agreement.

Irvine Ranch Conservancy shall be subject to State's audit requirements and remedies as set forth herein.

**10. UTILITIES AND SERVICES**

Irvine Ranch Conservancy shall be responsible for all expenses resulting from utilities supplied to the Premises in support of its co-management activities, as agreed upon. Irvine Ranch Conservancy shall be responsible for distribution systems and all related expenses within the Premises as defined in this Agreement.

**11. INSURANCE**

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

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

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

C. No cancellation provision in any insurance policy shall diminish the responsibility of the Irvine Ranch Conservancy to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of the State. A signed Certificate of Insurance, with each endorsement required, including but not limited to State's additional insured endorsement, shall be

submitted to State at the time this Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, Irvine Ranch Conservancy shall submit to State a signed and completed Certificate of Insurance, with all endorsements required by this Section, showing, to the satisfaction of State, that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Irvine Ranch Conservancy shall furnish State with a signed and complete copy of the required policy and/or evidence of self-insurance.

D. Irvine Ranch Conservancy agrees to impose the foregoing insurance requirements on any and all sub-contractors and shall require that State be named as an additional insured on all policies. Failure to provide any of the required insurance and/or endorsements shall constitute a material breach of this Agreement.

## **12. HOLD HARMLESS AGREEMENT**

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

B. In the event State is named as co-defendant in a legal action under the

provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify Irvine Ranch Conservancy of such fact and Irvine Ranch Conservancy shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

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

**13. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING**

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

**14. NOTICES**

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

State:

Department of Parks and Recreation  
Orange Coast District  
3030 Avenida del Presidente  
San Clemente, CA 92672  
949-492-0802

Irvine Ranch Conservancy:

Irvine Ranch Conservancy  
Attn: Executive Director

4727 Portola Parkway  
Irvine, CA 92620  
714-508-4757

Copy to:

Department of Parks and Recreation  
Partnerships Office  
P.O. Box 942896  
Sacramento, California 94296-0001

**15. DEFAULTS AND REMEDIES**

A. Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. Upon an event of default by State, Irvine Ranch Conservancy shall have the right to terminate this Agreement by providing written notice to State.

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

**16. SURRENDER OF THE PREMISES; HOLDING OVER**

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, Irvine Ranch Conservancy shall surrender the Premises to State in good condition, except for improvements, and Alterations that Irvine Ranch

Conservancy is obligated to remove. Irvine Ranch Conservancy shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

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

B. Holding Over: After the expiration or earlier termination of the term and if Irvine Ranch Conservancy remains in or using the Premises with State's express consent, such possession by Irvine Ranch Conservancy shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

#### **17. REAL PROPERTY ACQUISITION**

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

#### **18. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES**

Irvine Ranch Conservancy and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. Irvine Ranch Conservancy acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the co-management operations on the Premises, including but not limited to laws affecting natural resource management, health and safety, hazardous materials, pest control activities, historical preservation, environmental compliance, and building standards.

**19. NONDISCRIMINATION**

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

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

C. In the event of violation of this Section, State will have the right to terminate this Agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by Irvine Ranch Conservancy.

**20. DISABILITY ACCESS LAWS**

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

B. With regard to facilities for which Irvine Ranch Conservancy is responsible

for co-management, operation, maintenance, construction, restoration, or renovation under this Agreement, Irvine Ranch Conservancy also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at Irvine Ranch Conservancy's sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

**21. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**22. ENVIRONMENTAL COMPLIANCE AND RESOURCE PROTECTION**

The Irvine Ranch Conservancy shall comply with State's Cultural and Natural resource management mandates in the conduct of all activities that may potentially impact cultural, natural, and/or scenic values. These mandates include but are not limited to the California Environmental Quality Act (CEQA/PRC 21074), the Memorandum of Understanding between the State Parks and the Office of Historic Preservation Executive Orders W-26-92 and B-10-11, Departmental Notice 2004-02, California Public Resources Code (PRC)§5024, §5024.5 and §5097 et seq., the Native American Graves Protection and Repatriation act (NAGPRA) (PL 101-601, 25 U.S.C. 3001 et seq., 104 stat. 3048) Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preservice, Rehabilitating, Restoring & Reconstructing Historic Buildings, California Endangered Species Act, the Federal Endangered Species Act, the Clean Air Act, Clean Water Act, and the Porter Cologne Water Quality Act. When an undertaking has a Federal nexus, the National Historic

Preservation Act (NHPA)-Section 106 (36 CFR Part 800.1 to 800.16) and the National Environmental Policy Act (42 U.S.C. §4321) will be required as well.

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

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

### **23. HAZARDOUS SUBSTANCES AND ACTIVITIES**

A. On the Premises, Irvine Ranch Conservancy shall not: keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous; carry on any offensive or dangerous trade, business, or occupation; use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or perform any projects/tasks without an approved Task Order (refer to Exhibit B) of this agreement.

B. Nothing in this Section shall preclude Irvine Ranch Conservancy from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. Irvine Ranch Conservancy shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Irvine Ranch Conservancy's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Irvine Ranch Conservancy shall protect, indemnify, defend, and hold harmless any of these individuals against such liability. Where Irvine Ranch

Conservancy is found to be in breach of this provision due to the issuance of a government order directing Irvine Ranch Conservancy to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Irvine Ranch Conservancy or any person acting under Irvine Ranch Conservancy's direct control or authority, Irvine Ranch Conservancy shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

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

E. All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the Irvine Ranch Conservancy. Irvine Ranch Conservancy or the pest control business acting on behalf of Irvine Ranch Conservancy shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. State review and approval shall be solely for compliance with State's policies and in no way shall relieve Irvine Ranch Conservancy or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

F. Irvine Ranch Conservancy or the pest control business acting on behalf of Irvine Ranch Conservancy shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

**24. SIGNS AND ADVERTISING**

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

**25. INTELLECTUAL PROPERTY RIGHTS**

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

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

During the course of this relationship, Irvine Ranch Conservancy shall use the name, "Irvine Ranch Conservancy" or alternatively "IRC". Any additional and/or different names may be used only upon written agreement of State.

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

C. Ownership of new Copyrights, Developed by Irvine Ranch Conservancy for State Parks, Absent a Separate Written Agreement: Any copyrighted materials

developed and created by Irvine Ranch Conservancy for State during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, belong to State Parks upon creation, and continue in State Park's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, Irvine Ranch Conservancy intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

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

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

E. Construction Projects and/or Irvine Ranch Conservancy Deliverables: As stated above, any works developed by Irvine Ranch Conservancy pursuant to this Agreement, including all related copyrights and other proprietary rights therein, shall be deemed to be "works for hire" under the United States Copyright Act, 17 USC §101 et seq., and shall belong to State upon creation, and continue in State's exclusive ownership upon termination of this Agreement. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other works developed in the performance of this Agreement. Upon request, Irvine Ranch Conservancy shall deliver to State the disk or tape that contains the design files of any work that is performed with the assistance of computer Aided Design and Drafting Technology, and shall specify the supplier of the software and hardware necessary to

use said design files. Irvine Ranch Conservancy intends and agrees to assign to State all rights, title, and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Irvine Ranch Conservancy warrants that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible property deliverable to State in connection with this Agreement, and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.

Irvine Ranch Conservancy agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without (1) obtaining State prior written permission, and (2) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.

Irvine Ranch Conservancy further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Irvine Ranch Conservancy agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights or any other statutory protection in such work product including an assignment of copyright in all deliverables. Irvine Ranch Conservancy further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

Irvine Ranch Conservancy, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. Irvine Ranch Conservancy shall pay all costs, expenses, losses, damages, judgments, and claims including reasonable attorney's fees, expert witness fees, and other costs.

F. Ownership and Publication of Scientific Data and GIS Information:

Irvine Ranch Conservancy has developed and maintains an extensive Geographic Information System (GIS) with associated data and digital files to support the functions

and needs for information for its work with State Parks and its other landowner partners in Orange County. State and Irvine Ranch Conservancy agree to share GIS information relating to the Premises. All property, including all data and digital files previously owned by either Party as of the date of execution of this Agreement, shall remain the property of such Party with no claim to ownership by the other Party.

All documents, GIS Information, data files, reports and other incidental or derivative work or materials produced under this Agreement shall become and remain the sole property of the State and may be used by the State as it may require without additional cost to the State. For purposes other than those that support the successful implementation and execution of this Agreement, none of the documents, GIS Information, data files, reports and other incidental or derivative work or produced materials shall be used by Irvine Ranch Conservancy without the express written consent of the State.

State hereby grants Irvine Ranch Conservancy non-exclusive license to use GIS information, field and monitoring data, and other related materials and data for publication in scientific or peer-reviewed journals and professional presentations with appropriate acknowledgement of State. No such information, data or materials shall be used by Irvine Ranch Conservancy for any other purpose without the expressed written consent of State.

## **26. GRANT OF STATE'S TRADEMARK LICENSE**

State hereby grants Irvine Ranch Conservancy, and Irvine Ranch Conservancy hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit D1** and incorporated herein by reference. After signature by both Irvine Ranch Conservancy and State, this License shall authorize the use of the Trademark and associated goodwill, in connection with this Agreement only.

A record of each authorized use by Irvine Ranch Conservancy of the Trademark shall be maintained by Irvine Ranch Conservancy and by State.

Irvine Ranch Conservancy and State will use the State Park name, Trademark, and brand consistent with the State Parks License/Permission for Use of Trademark-Exhibit A, which is attached hereto as **Exhibit D2** and incorporated here by reference, and the State Park Brand Standards Handbook available at <https://www.parks.ca.gov/pages/735/files/brandhandbookjanuary2007.pdf> .

The State Park name, Trademark and brand will not be used on Irvine Ranch Conservancy social media pages.

**27. PARTICIPATION IN STATE PARK MARKETING PROGRAMS**

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

B. Irvine Ranch Conservancy agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the State Parks.

C. Irvine Ranch Conservancy agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

D. Irvine Ranch Conservancy agrees to rent or sell, along with all other items of merchandise that are part of the Irvine Ranch Conservancy's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Irvine Ranch Conservancy is authorized to sell or rent it under the terms of the Agreement, and the Irvine Ranch Conservancy receives reasonable compensation for its sale.

**28. CHILD SUPPORT COMPLIANCE ACT**

A. Irvine Ranch Conservancy recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as

obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

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

**29. DISPUTES**

Irvine Ranch Conservancy shall continue with any and all responsibilities under this Agreement during any dispute.

**30. LIMITATION**

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

**31. SECTION TITLES**

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

**32. INSPECTION**

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

**33. SUCCESSORS IN INTEREST**

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

**34. PARTIAL INVALIDITY**

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

**35. DURATION OF PUBLIC FACILITIES**

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

**36. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS**

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

**37. INTERPRETATION OF AGREEMENT**

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

**38. INDEPENDENT CONTRACTOR**

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

**39. MODIFICATIONS AND APPROVAL OF AGREEMENT**

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**IRVINE RANCH CONSERVANCY**

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

By: *[Signature]*

By: *[Signature]*

Title: PRESIDENT &  
EXECUTIVE DIRECTOR

Title: Director

Date: 8/1/17

Date: 8/22/17

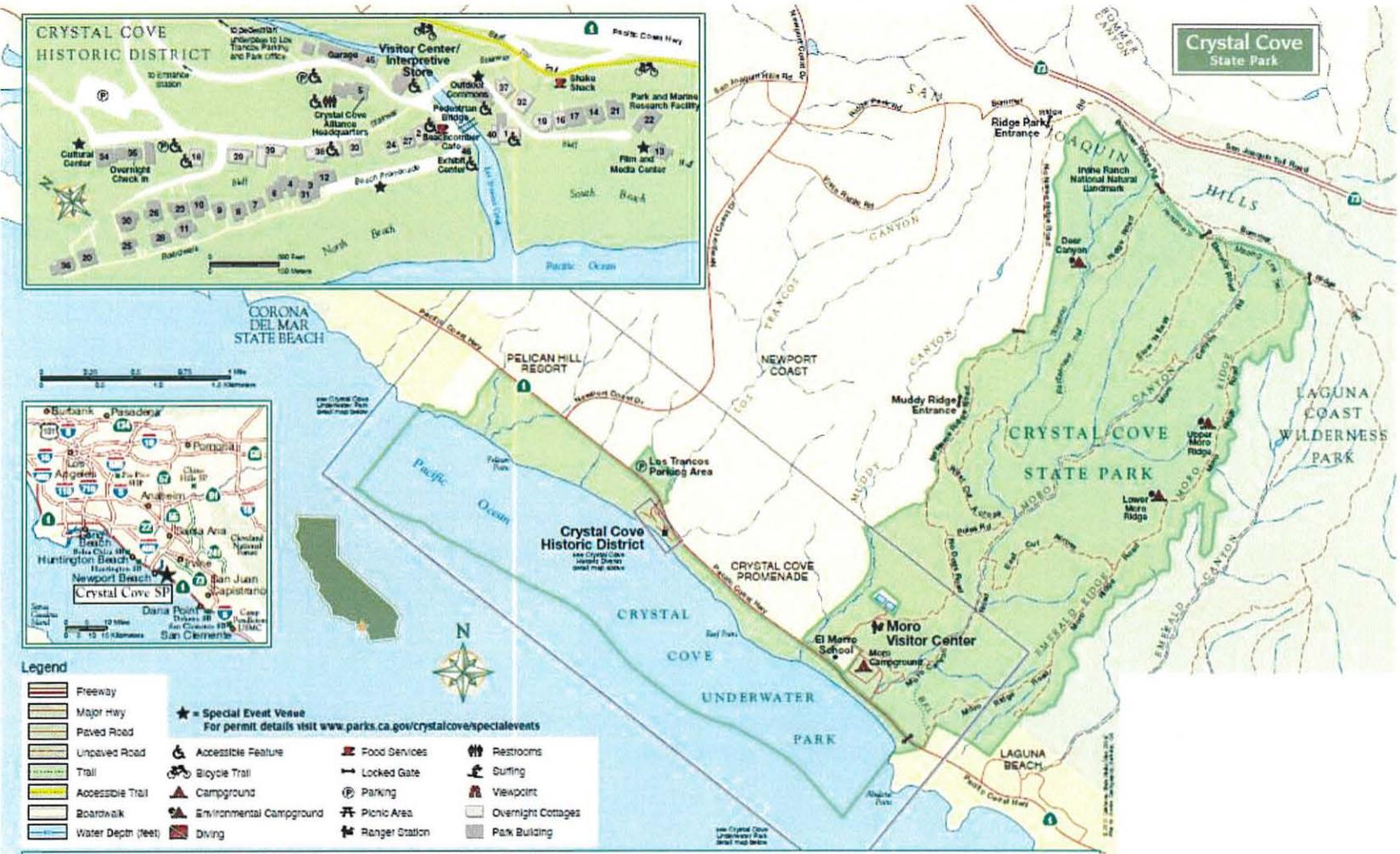
**APPROVED:**

*[Handwritten initials]*



**DEPARTMENT OF GENERAL SERVICES:**

**EXHIBIT A- PREMISES**



**EXHIBIT B - TASK ORDER (SAMPLE)**

<p><b>EXHIBIT B TASK ORDER</b></p> <p><b>PROJECT SPECIFIC SCOPE OF SERVICES</b> Natural Resources Management at Crystal Cove State Park</p>				
<hr/>				
Task Order Date:				
Task Order Amt:	\$0.00			
Start Date:				
Finish Date:				
Task Order #:				
<b>CONTACTS:</b>				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b><u>Department of Parks and Recreation</u></b></p> <p>Name: <i>Jim Newland</i>                      Title: <i>State's Representative</i>                      District: <i>Orange Coast District</i>                      Address: <i>3030 Avenida del Presidente San Clemente, CA 92672</i>                      Telephone: <i>949-366-8505</i>                      Cell Phone: <i>619-204-0051</i>                      E-Mail: <a href="mailto:james.newland@parks.ca.gov">james.newland@parks.ca.gov</a></p> </td> <td style="width: 50%; vertical-align: top;"> <p><b><u>Irvine Ranch Conservancy</u></b></p> <p>Name: <i>Michael O'Connell</i>                      Title: <i>Executive Director</i>                      Address: <i>4727 Portola Parkway Irvine, CA 92620</i>                      Telephone: <i>(714) 508-4750</i>                      Cell Phone:                      E-Mail: <a href="mailto:moconnell@irconservancy.org">moconnell@irconservancy.org</a></p> </td> </tr> </table>			<p><b><u>Department of Parks and Recreation</u></b></p> <p>Name: <i>Jim Newland</i>                      Title: <i>State's Representative</i>                      District: <i>Orange Coast District</i>                      Address: <i>3030 Avenida del Presidente San Clemente, CA 92672</i>                      Telephone: <i>949-366-8505</i>                      Cell Phone: <i>619-204-0051</i>                      E-Mail: <a href="mailto:james.newland@parks.ca.gov">james.newland@parks.ca.gov</a></p>	<p><b><u>Irvine Ranch Conservancy</u></b></p> <p>Name: <i>Michael O'Connell</i>                      Title: <i>Executive Director</i>                      Address: <i>4727 Portola Parkway Irvine, CA 92620</i>                      Telephone: <i>(714) 508-4750</i>                      Cell Phone:                      E-Mail: <a href="mailto:moconnell@irconservancy.org">moconnell@irconservancy.org</a></p>
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<hr/>				
<p>Scope of Work - Detailed Scope of Work attached</p>				
<u>Task</u>	<u>Deliverable</u>	<u>Fee</u>		
SAMPLE				
<p><b>TOTAL THIS TASK ORDER -----&gt; \$ -</b></p>				
<p>This task order implements and is hereby made a part of Agreement Number XXXXXXXX</p>				
<p><b>All items shown on this Task Order shall be delivered in accordance with the attached schedule. This task order is agreed to and accepted by:</b></p>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b><u>DEPARTMENT OF PARKS AND RECREATION</u></b></p> <hr/> <p>State's Representative <span style="float: right;">Date</span> James Newland</p> <hr/> <p>Chief, Natural Resources Division <span style="float: right;">Date</span> Jay Chamberlin</p> <hr/> <p>Deputy Director, Parks Operations <span style="float: right;">Date</span> Kathleen Amann</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b><u>IRVINE RANCH CONSERVANCY</u></b></p> <hr/> <p>Executive Director <span style="float: right;">Date</span> Michael O'Connell</p> </td> </tr> </table>			<p><b><u>DEPARTMENT OF PARKS AND RECREATION</u></b></p> <hr/> <p>State's Representative <span style="float: right;">Date</span> James Newland</p> <hr/> <p>Chief, Natural Resources Division <span style="float: right;">Date</span> Jay Chamberlin</p> <hr/> <p>Deputy Director, Parks Operations <span style="float: right;">Date</span> Kathleen Amann</p>	<p><b><u>IRVINE RANCH CONSERVANCY</u></b></p> <hr/> <p>Executive Director <span style="float: right;">Date</span> Michael O'Connell</p>
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**Attachment to Task Order XX****Detailed Scope of Work****Assist California State Parks (DPR or Department) in completion of a Natural Resource Management Plan (NRMP) for Crystal Cove State Park, Orange County, California**

The Irvine Ranch Conservancy (IRC) is pleased to submit this scope for preparation of a Natural Resources Management Plan (NRMP) for Crystal Cove State Park. The NRMP will develop goals and objectives for management of the Park's approximately 3,000 acres of terrestrial natural resource lands. The plan will focus on several key areas, including management of wildlife and sensitive plants, invasive species, wildfire, potential opportunities and impacts from recreational uses and infrastructure, interpretation, volunteer stewardship, and other public programming. Development of the plan will include the following main tasks:

**TASK 1 – PROJECT ADMINISTRATION AND MANAGEMENT**

IRC shall assign appropriate management and administrative staff to undertake, support and manage all IRC efforts in the completion of the following services designated under this task order. Project management of IRC services and products will be conducted in order to assure delivery of services within agreed upon schedule, scope and budget.

**TASK 2 – PROJECT START-UP**

IRC shall review the Project Agreement and other existing documentation about Crystal Cove State Park and the Department's Natural Resource Program. IRC shall attend a start-up meeting at the Orange Coast District Office, or other agreed upon location to initiate the Natural Resources Management Plan Project. The meeting shall focus on the unit's natural resources and related land management, interpretive and recreational issues and goals as identified by DPR, team communications and directories, project schedule and/or timelines, deliverables, "work percent-complete-by-task" invoice procedures and clarification, protocol and procedures for gathering data for the Task Project. Meeting will also serve as a review session of findings and materials of previous planning and program efforts. Project team will make a preliminary determination of past products/analyses that can stand unchanged and those that need revision and updating.

DPR shall provide to IRC copies of the available Park information, existing facilities, scope of planning issues, and Natural Resource Management program policies and procedures, which sets forth DPR's guidelines for the Natural Resources Management Plan process and document requirements, and other deliverables set forth below. This meeting and subsequent site visits shall be used as a means of identifying the significant natural resource management values/needs/constraints, discussing Park user needs and management concerns, short-term and long range planning considerations, stakeholder identification, and the gathering of information available

from the Park's resources inventory and other data sources. After the start-up meeting IRC shall submit a schedule and format design for the document to DPR for review and approval.

IRC Deliverables:

- Start-up Meeting
- Meeting Notes
- Project Schedule and Natural Resources Management Plan Outline.

DPR Deliverables:

- Crystal Cove State Park Natural Resources Management Plan Project Agreement
- Planning Handbook (latest version),
- Existing Park documentation, as available for Crystal Cove State Park
- Existing Visitor Use and Statewide Planning information
- Base Maps and Existing Resources GIS Data
- Crystal Cove State Park General Plan (1982)
- Crystal Cove Historic District Preservation and Public Use Plan (PPUP) & EIR (June 2003)
- Miscellaneous planning and resource documents.
- List of administrative actions undertaken by Orange Coast District to manage access and natural resources
- Additional data developed since halt of previous planning effort.

**TASK 3 - REVIEW OF EXISTING CONDITIONS**

IRC will first develop detailed knowledge on the current state of Crystal Cove's natural and recreational resources, and the major threats to their health, persistence, and enjoyment by the public. To develop such knowledge, IRC will collect, organize and evaluate existing resource data. Upon execution of the NRMP, the Park shall provide IRC with all relevant information and data in its possession including GIS files, land use data, ownership and jurisdictional information, resource data, and any other relevant information. Information on historic and current habitats, as well as planned land uses directly and indirectly impacting the land, will also be sought from State Parks and other partners on the land, including the Natural Communities Coalition (NCC).

IRC Deliverables

- Digital documentation of past natural resource and archaeo-cultural survey data as available
- Organize hard-copy documentation of natural resource and archaeo-cultural survey information not possible to digitize or present electronically.

DPR Deliverables

- Digital and paper documentation of all past natural resource and archaeo-cultural survey information available

**TASK 4 – DEVELOP PUBLIC PARTICIPATION PLAN**

IRC, in concert with DPR project staff, will develop a comprehensive Public Participation Plan. This plan will specify public involvement goals, the overall strategy for synchronizing outreach efforts with the technical work, and specific outreach components and tools. For each outreach component (website, media outreach, video clips, etc.), the objective, timing, and targeted participants will be identified. The Public Participation Plan will also contain:

- An assessment of stakeholders (including, but not limited to allied and regulatory agencies, volunteers, local non-profits, user groups, adjacent homeowner associations, and local community members) including their probable concerns and the best way to productively include them in the process;
- Media strategy for press releases, messages, and talking points according to steps in the process;
- Needs for special accommodations to engage populations with unique ethnic and/or language needs;

A draft participation plan will be submitted to DPR for review and comment. Upon receipt of comments, a final participation plan will be produced for implementation throughout the planning process.

IRC Deliverables:

- Draft Public Participation Plan Outline
- Revised Public Participation Plan Outline
- Draft Public Participation Plan
- Final Public Participation Plan

DPR Deliverables:

- Review comments on Draft Outline of Public Participation Plan
- Review comments on Draft Public Participation Plan

**TASK 5 – PROJECT WEBSITE/SOCIAL MEDIA OUTREACH**

A separate project webpage with a dedicated URL will be developed and launched for the Crystal Cove NRMP project. The webpage will be designed to support meaningful public participation effort and aimed at involving a greater number of stakeholders and perspective compared to traditional approaches. Once launched, the IRC will manage the webpage throughout the project (anticipated for 18 months) and the webpage will be used to support future interactive activities during public outreach junctures in the planning process. It is anticipated that this project webpage would be linked to the DPR webpages, as directed by DPR staff. The content of the webpage will be generated in a collaborative process between the IRC and DPR staff.

At various phases throughout the planning process, the IRC will assist DPR to employ Email blasts to reach out to the public and interested stakeholders. Email blasts with website links and video clip links, where applicable, will be conducted at the time of the website launch, when new files are posted, new activities added, etc. throughout the planning process.

To further support outreach activities, the IRC will develop Webcards. Webcards are the size and format of a standard business card, and provide key information about the planning process such as who to contact to obtain information and a link to the DPR

and/or Engage website. Webcards can be handed out on the project site or during meeting and outreach activities.

IRC Deliverables:

- Outline of website structure
- Creation and activation of project website, using established graphic identity template
- Web-cards (500 count)
- Email blasts
- Assisting with webpage for 18 months

DPR Deliverables:

- Review of draft website menus, web-cards, and email blast contents

**TASK 6 – PUBLIC MEETINGS AND PLANNING WORKSHOPS**

IRC, in concert with DPR staff, shall identify key stakeholders, interest groups, affected governmental agencies, and special populations, as appropriate, and identify public wishes and concerns relative to the Project in developing and establishing Natural Resources Management Planning goals and guidelines.

With input from DPR, IRC shall revise and update mailing/contact lists from previous planning and program efforts and initiate an online outreach effort to remind stakeholders of progress to date, define the purpose of the Plan, introduce the Planning Team, which will be comprised of DPR district, sector and Natural Resource Division (NRD) staff, and to obtain public input and feedback throughout the planning process. IRC shall organize and administer two (2) public workshops to gather the desired information. In addition to public meetings and workshops, individual meetings with government entities and interest groups may also be necessary. Working with DPR's lead, IRC shall establish an integrated process for obtaining government agency involvement and a stakeholder outreach process for engaging critical interest groups as necessary. IRC shall determine public workshop format and location. The information derived shall be analyzed and summarized by IRC and distributed to the DPR Team for review and approval, and made available for public review and information by newsletter and through project website.

IRC shall organize and help DPR facilitate public meetings, workshops, and stakeholder meetings as authorized by DPR, which includes, however is not limited to:

1. A scoping meeting (public issues & concerns)/Issues and Needs workshop,
  2. Presentation of alternative management options and recommended plan
- At minimum, key DPR representatives will attend all public and stakeholder meetings. At the public workshops, several factors shall be considered in the scenarios (Park resources, user needs, facility and issue/problems) to demonstrate constraints and opportunities in the accomplishment of stated goals for NRMP.

IRC Deliverables:

- Mailing/Contact List

- Organize, publicize and participate in public meetings(2), workshops, and focused stakeholder meetings
- Meeting minutes
- List of identified Stakeholder issues and concerns

DPR Deliverables:

- DPR representative to host, participate in and attend all Public and Stakeholder Meetings including providing welcome, introduction of IRC and its role, and explaining purpose and context of Plan.
- DPR will provide initial mailing list (IRC adds as appropriate)

**TASK 7 – RECREATIONAL USE IMPACT ASSESSMENT**

In concert with DPR project and field staff the Conservancy will conduct field-based assessments of existing authorized and unauthorized trails, and other recreation facilities and activities in the park for the purposes of evaluating conditions and to develop recommendations for their maintenance and enhancement in relation to resource management issues. Recreational facilities included in the assessment include staging areas, rest areas, bathrooms, campgrounds, and signage both informational and interpretive.

IRC deliverables:

- Recreational Use Impact Assessment Report

DPR deliverables:

- Provide existing trails and facilities mapping data prior to initiation of analysis
- Provide park and resources staff for input on recreational uses and impacts within CCSP

**TASK 8 – FOCUSED WILDLIFE SURVEYS**

To develop goals and objectives for the management of the Park's wildlife resources, a current inventory of wildlife within Crystal Cove State Park is needed. While the Conservancy will utilize past survey data to the extent possible, it is presumed some updated wildlife surveys will be required to generate an accurate inventory. For the purposes of this NRMP, surveys will focus on the three Target and 36 Identified species listed in the Orange County NCCP. Based on the location of Crystal Cove State Park, the following surveys may be appropriate:

- Riparian birds (least Bell's vireo, southwestern willow flycatcher, yellow-breasted chat, yellow warbler): Eight (8) visits are required for least Bell's vireo; 5 for southwestern willow flycatcher, which can be done concurrently with least Bell's vireo survey.
- California gnatcatcher. Six (6) visits between March 15 and June 30; or 9 visits the rest of the year.
- Coastal California cactus wren. Six (6) visits between March 15 and June 30; or 9 visits the rest of the year, which can be done concurrently with surveys for California gnatcatcher.

- Burrowing owl. Four (4) visits between March 15 and July 15, which can be done concurrently with surveys for California gnatcatcher.
- Nesting raptors. Can be covered while conducting other bird surveys.
- Observational surveys of terrestrial and semi-aquatic herps and suitable habitat, including orange-throated whiptail lizard, San Diego homed lizard, western spadefoot toad, and western pond turtle.
- Small mammals and identification of suitable habitat including San Diego desert woodrat and Pacific pocket mouse.

Surveys for these species or groups of species will only occur in areas where potential for detection is deemed greatest. Incidental observations of other wildlife species during focused surveys will also be recorded. The results of these surveys will be presented in a Biological Resources Inventory Table suitable for attachment as a technical appendix to the NRMP and as a GIS shape file. The report will include a description of the survey methodology.

IRC deliverables:

- Select Wildlife Survey Data and Reports

DPR deliverables:

- Provide existing data on park wildlife
- Review and concur on wildlife survey needs
- Technical review of data and reports

#### **TASK 9 – BOTANICAL SURVEYS FOR SENSITIVE AND INVASIVE SPECIES**

Sensitive plant surveys will be conducted on a subset of parkland but within all major native vegetation types known to be present in Crystal Cove (as determined by the 2013 NROC vegetation map). It is estimated that sensitive plant surveys will be conducted on approximately 500 acres (about 1/6 the total Park acreage) and focused in areas most likely to yield rare plants and high native species diversity generally. Additional sensitive plant surveys could be conducted in subsequent years as part of a long-term monitoring and management program for Crystal Cove, once determined. No new vegetation mapping is proposed since an updated vegetation map was created in 2013 for the entire coastal NCCP.

High-priority targeted invasive species will also be recorded and mapped concurrently with sensitive plant species surveys within a 500-acre focused survey zone developed from and supplementing the 2014 aerial weed survey. Targeted invasive species include pampas grass, tree tobacco, garland chrysanthemum, arundo, tamarisk, artichoke thistle, fennel, perennial pepperweed, and castor bean. Also emergent invasive species such as Sahara mustard. Select surveys will also be conducted for emerging known pests such as Gold Spotted Oak Borer and Polyphagous Shot Hole Borer that have the potential to destroy large areas of oak woodland and riparian forest. Identified individuals these species will be mapped in the field on a 200-scale aerial photograph. At minimum, locations of all state- or federally-listed species will be mapped using a global positioning system (GPS) unit. Notation of any existing disturbances or potential disturbances that could affect the persistence of the species

at the location or affect management will also be recorded, such as human trampling, vehicular activity, or habitat degradation (e.g., erosion, invasive plant species, etc.). The flowering periods of listed and other special-status species generally overlap enough that two surveys could adequately detect the vast majority of species. Cost estimates assume that botanists could survey approximately 500-acres in 8 days and that two passes for the field season will be required (total 16 person days). Botanical surveys will be summarized in a technical memorandum outlining methods, areas surveyed, results and analysis. The report will include a comprehensive list of all plant species observed and digital data in the form of a GIS shape file.

IRC deliverables:

- Botanical Survey Data and Reports

DPR deliverables:

- Provide existing data on park habitats and botanical resources
- Review and concur on botanical survey needs
- Technical review of data and reports

#### **TASK 10 – ISSUE ANALYSIS: DEVELOP GOALS AND GUIDELINES**

IRC, in concert with DPR project staff, shall review and revise previously prepared summary of Crystal Cove State Park's Natural Resources program planning issues. This issues list shall include and expand on the issues initially identified in the Natural Resources Management Plan Project Agreement and those issues identified during the previous Natural Resources Management activities. IRC and DPR shall revisit recommendation on how the issues will be resolved and addressed in the Natural Resources Management Plan, determine which issues cannot be easily resolved and why, and identify what potential actions would be necessary to address these unresolved planning and management issues.

IRC and DPR shall review Park's existing land uses, facilities, operations, and significant resource values. IRC shall also facilitate discussions regarding regional planning, demographics, and public outreach. IRC shall review the current Crystal Cove State Park natural resources management program purpose and vision and assist DPR to update or revise, as necessary, based on resource presence and significance, and policy direction of DPR.

IRC shall evaluate existing conditions with regard to resource protection and allowable uses, and develop goals and guidelines that provide direction for resource protection and recreational uses that reflect the purpose and vision for the Park consistent with the Crystal Cove State Park General Plan, DPR policies and the surrounding regional resources. The designation of preserves or special districts shall be considered for protection of significant features or resource areas, and an appropriate and associated resource-based trail and facilities management goals shall be identified for the Park. IRC shall work with the DPR Team to define management zones, resource management and protection issues, Park-wide interpretation themes and guidelines and visitor services policies. IRC shall coordinate with DPR Project Manager and staff to define area-specific goals and guidelines for designated areas requiring application of more refined policy direction.

Specific areas and goals shall integrate resource management, interpretation, and visitor services and facility development issues. IRC shall prepare draft versions of the goals portion of the NRMP based on information developed in consultation with DPR. IRC Deliverables:

- NRP Purpose & Vision
- Natural Resource Management Program Goals and Guidelines
- Potential Management Zones
- Park-wide and Natural Resource Program Area/Resource Specific Goals
- Recommendations for sub-unit Classifications (preserves), if necessary
- 

DPR Deliverables:

- Existing data, as available for Crystal Cove State Park
- Technical and field staff participation in the development and analysis of Natural Resource Program issues for Crystal Cove State Park

#### **TASK 11 – NATURAL RESOURCE MANAGEMENT PLAN PREPARATION**

IRC shall synthesize the inventory of existing conditions and issues including additional background information, individual meeting and public workshop inputs, and initial goal listing into management goals and guidelines, and as needed, management zone maps, and management zone matrix.

IRC, in concert with DPR project staff, shall develop up to three (3), if needed, plan management options, along with information about the effectiveness of each in meeting the goals for the Park's Natural Resource Management program. IRC shall prepare a presentation of Draft Plan and any management options for review and concurrence by DPR's Project Team and District Management, and make necessary revisions, as directed by DPR, prior to releasing information to the public. IRC and DPR Planning Team will conduct a team evaluation workshop to help formulate management options and the preferred plan. Stakeholder meetings with DPR representatives and key interest group stakeholders may be required.

IRC shall be required to conduct a public meeting to present the preferred draft plan and receive public feedback on the plan. IRC, in concert with DPR staff, shall organize and administer the workshop(s) and compile, analyze, and summarize inputs. If adjustments to the preferred plan are necessary, IRC shall edit, report, and submit copies to DPR for review and approval.

IRC Deliverables:

- Plan Management Options: Up to three (3), as needed, including preferred plan
- Microsoft PowerPoint text and graphics of alternative management goals and guidelines and alternative plans for public presentation.

DPR Deliverables:

- DPR review and comments on draft alternatives and preferred alternative Plan

The Conservancy will then prepare a draft NRMP document that will contain the following sections and be structured as follows:

## Executive Summary

**INTRODUCTION**

1. Plan Purpose
2. Scope of Plan – to the High Tide Line
3. Previous Park Planning Summary
4. Land Use History of Park
5. Plan Process/Methodology
6. Adjacent Lands – Regional Context
  - a. Existing Plans
  - b. NCCP
  - c. Effects of Adjacent Management Activities on Park and from Park
  - d. California Coastal Zone Management Act
7. Other Coordination Mechanisms (COAST, Back Country Council, etc.)
8. Adaptive Management Principles – Implementation Based on Desired Future Conditions

**EXISTING CONDITIONS EVALUATION**

1. Resource Inventory Summary – Assessment per Department Ops Manual
  - a. Existing Data Collation and Synthesis
  - b. Potential Sensitive Species
  - c. New Surveys as Needed (evaluate surveys needed for planning vs. implementation)
    - i. Rare Plants (Spring '17, follow up as needed Spring '18)
    - ii. Focused Wildlife (NCCP Target Species/ Covered Species, Sensitive Communities)
2. State Park Resource Policies
3. Physical Geography – General descriptions, no field surveys
  - a. Topography
  - b. Geology and Soils - From NNL study, from El Morro EIR
  - c. Climate
  - d. Hydrology/Aquatic Systems
4. Biological Resources
  - a. Vegetation Communities
  - b. Wildlife
  - c. Landscape Connectivity and Corridors
5. Core Resource Areas for Management Attention
6. Cultural Resources – (General description of resources needing management consideration)
  - a. Archaeological Resources
  - b. Historic District and Historic Landscape
 (Assess non-native landscaping as part of Historic District and interface with rest of Park)
7. Park Facilities/Use Areas – (Identify Management Units)
  - a. Trail System Assessment by Category

- i. Authorized Trails (By use type)
    - ii. Unauthorized Trails
  - b. Pelican Point/Beach
  - c. Historic District/Los Trancos/Beach
  - d. Reef Point/Moro Beach
  - e. El Moro Station
  - f. Moro Canyon Campground & Day Use
  - g. Backcountry Trails/Campgrounds
8. Issues, Threats and Potential Impacts – Including regional context/adjacent lands
- a. Public Use
  - b. Urban Edge Effects
  - c. Invasive Species Management (list of target species and priorities)
  - d. Water Quality
  - e. Wildland Fire Management
  - f. Erosion
  - g. Pest Management

**OPERATIONAL IMPLEMENTATION PROGRAM (Establish clear Goals, Guidelines and Desired Future Conditions for each area, along with 1, 5 and long-term Action Plan Targets)**

- 1. Resource Management
  - a. Fuel/Fire Management
  - b. Wildlife Management (including predators, connectivity, monitoring)
  - c. Water Quality Management (esp. in relation to effects on ASBS offshore)
  - d. Habitat Restoration, Enhancement and Mitigation (priority areas, communities, etc.)
  - e. Cultural Resources
  - f. NCCP Obligations & Commitments, including consistency with NCCP Permit
  - g. Resource Monitoring Program (invasive species, wildlife, habitat conditions, etc.)
- 2. Recreation Management
  - a. Trail System and Management (authorized trail system, use policies, methods and priorities for closing unauthorized trails, interface with adjacent parks, consistent with Park Policies, NCCP, etc.)
  - b. Facilities Management (including Visitor and Recreation Facilities)
  - c. Fencing and Signage (including regional consistency among adjacent Parks)
  - d. Public Access (consistency with DPR policies and NCCP permit)
  - e. Interpretation and Education
  - f. Special Events

**Project Task Cost Summary**

<b>Tasks</b>	<b>Cost</b>
Task 1 Project Administration and Management	\$ 7,450
Task 2 Project Start Up	\$ 2,500
Task 3 Review of Existing Conditions	\$ 5,175
Task 4 Develop Public Participation Plan	\$ 2,500
Task 5 Project Website/Social Media Outreach	\$15,000
Task 6 Public Meetings and Planning Workshops	\$12,988
Task 7 Recreational Use Impact Assessment	\$16,310
Task 8 Focused Wildlife Surveys	\$69,855
Task 9 Botanical Surveys for Sensitive and Invasive Species	\$16,780
Task 10 Issue Analysis: Develop Goals and Guidelines	\$10,000
Task 11 Natural Resource Management Plan Preparation	\$33,866
<b>Total</b>	<b>\$192,424</b>

**SAMPLE**

**EXHIBIT C- Annual Revenue and Expenditure Report (SAMPLE)**

**Co-Management Agreements**

Park Unit \_\_\_\_\_

Partner Agency \_\_\_\_\_

State's Fiscal Year \_\_\_\_\_ to \_\_\_\_\_

Estimated Total Visitors \_\_\_\_\_

	Gross Revenue	Expenditures	Balance
General Donations			
Grant Funding			
Sales _____			
Gross Sales \$ _____			
Special Events			
Miscellaneous Revenue			
<b>Total Annual Revenue</b>			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
<b>Total Annual Expense</b>			
<b>Grand Totals</b>			

Preparer Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_

# EXHIBIT D1- License/Permission for Use of Trademarks

## LICENSE/PERMISSION FOR USE OF TRADEMARKS

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**REQUESTER NAME**  
Irvine Ranch Conservancy hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Mark(s)"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:  
**California State Parks logo USPTO Reg. No. 2437051**

See attached exhibit "A" for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use, reproduce, duplicate and distribute the Marks pursuant to the terms and conditions of this license for a term of one year from the date of execution by both parties but not to exceed the duration of the co-management agreement between the Department and Licensee. This License is intended to run concurrently with the co-management agreement and shall automatically terminate upon early termination of said agreement. Licensee shall own all right, title and interest in and to the new works created; provided, however, that the Department shall retain all right, title and interest in and to the Marks provided hereunder.

This license shall authorize the use of the Marks and associated goodwill, in connection with the following only:  
**Co-Management Agreement #53594-17-38 (Crystal Cove State Park)**

Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicenseable (except as described above). This is not an exclusive privilege to the user, and the Department reserves the right to make the Marks available to others.

One copy of any published work or product using the Marks pursuant to this grant of license must be provided to the Department at no cost to the Department unless agreed otherwise in writing. Licensee shall not modify or alter the Marks in any way without prior written approval from the Department.

All uses of the \_\_\_\_\_ Mark must be accompanied by the trademark symbol TM until such time that Licensee is notified by the Department that the federal registration symbol (®) should be used. All uses of the California State Parks logo must be accompanied by the trademark symbol ®.

**IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-**

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Marks by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this Agreement, all expenses as follows:  
**No additional charge.**

Goodwill and Quality Control  
A. Licensee recognizes the great value and goodwill associated with the Marks and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Marks have acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Marks or to the Department.  
B. The Department shall have the right to approve the quality of any reproduction of the Marks on any materials, as well as the associational use or co-joining of the Marks with any event, cause, or third party. The Department shall not unreasonably withhold such approval.  
C. Licensee agrees to inspect and approve its own sponsored uses of the Mark(s) to ensure quality and content of materials, consistent with the good will represented by the Mark(s).

Third Party Infringement  
The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Marks by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

**The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.**

**AGREED AND ACCEPTED**

State of California Department of Parks and Recreation		LICENSEE <b>IRVINE RANCH CONSERVANCY</b>	
BY <i>Lisa Ann L. Mangat</i>	DATE <b>8/22/17</b>	BY <i>Michael O'Donnell</i>	DATE <b>8/1/17</b>
PRINTED NAME OF PERSON SIGNING <b>Lisa Ann L. Mangat</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>MICHAEL O'DONNELL EXECUTIVE DIRECTOR</b>	
TITLE <b>Director</b>	DISTRICT/SECTION <b>California State Parks</b>	ADDRESS <b>4727 PORTOLA PKWY, IRVINE CA 92620</b>	
PHONE NO. <b>916 651-1153</b>	EMAIL	PHONE NO. <b>714 508-4757</b>	EMAIL <b>MO'DONNELL@irconservancy.org</b>

**LICENSE/PERMISSION FOR USE OF TRADEMARKS**

State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges the Department's exclusive right, titles and interest in and to the Marks. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. Licensee's use of the Marks shall inure to the benefit of the Department. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Marks, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.

All rights not specifically transferred by this License are reserved to the Department.

Termination

A. The Department shall have the right to terminate the License without cause upon sixty (60) days notice, whereupon all rights granted herein shall revert immediately to the Department.

B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Marks and/or other licensed property at once.

Licensee shall dispose of all goods, works and materials bearing or relating to the Marks in accordance with the Department's Instructions.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint venturers, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the co-management agreement, and Exhibit A attached hereto constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to the Department shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Partnerships Office, PO Box 942896, Sacramento, CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. The Department and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

**AGREED AND ACCEPTED**

LICENSOR'S INITIALS

▶ *MM*

DATE

8/22/17

LICENSEE'S INITIALS

▶ *MC*

DATE

8/17

## EXHIBIT D2- License/Permission for Use of Trademarks

### California State Parks License/Permission for Use of Trademarks Exhibit A

#### Logo Use by External Entities

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department's goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
- The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or otherwise violates applicable law.
- The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

#### Visual Display of the Logo

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

#### Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

#### Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

#### Colors

- It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown

(outline). The yellow background is a gradation of PMS 123. No other colors may be used in the four-color version of the logo.

PMS 123-Yellow	CMYK: C-0, M-21, Y-88, K-0	RGB: R-253, G-200, B-47
PMS 281-Blue	CMYK: C-100, M-85, Y-5, K-20	RGB: R-0, G-38, B-100
PMS 364-Green	CMYK: C-73, M-9, Y-94, K-39	RGB: R-66, G-119, B-48
PMS 490-Brown	CMYK: C-29, M-85, Y-54, K-72	RGB: R-91, G-43, B-47
PMS 4715-Brown	CMYK: C-13, M-47, Y-43, K-38	RGB: R-150, G-109, B-91

- Do not convert the four-color logo to grayscale. Instead use the black-and-white version of the logo.
- Do not copy the four-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
- The logo, in both four-color and black-and-white, may be used on colored paper and fabric.
- When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- When embroidering the logo or screening it onto fabric, use the four-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

#### Appearance

- The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- Do not tilt, skew, or distort the logo.
- In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.
- Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

#### Placement

- Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
- To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
  1. The space must be the height of the letter "I" in the word "CALIFORNIA" in the logo.
  2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.

