

AGREEMENT

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2012 (the “Effective Date”) by and between the New Irvine Ranch Conservancy, a California non-profit public benefit corporation (“Conservancy”), and the County of Orange, a political subdivision of the State of California, by and through its OC Waste & Recycling department (“County”).

RECITALS

WHEREAS, the Frank R. Bowerman (“FRB”) Landfill is a 725-acre Class III landfill site located within unincorporated Orange County. FRB is owned and operated by the County and has been in operation since 1990. The estimated closure date for FRB is in 2053; and

WHEREAS, on August 15, 2006, the Orange County Board of Supervisors certified Final EIR 604 Regional Landfill Options for Orange County (RELOOC) – Frank R. Bowerman Landfill Implementation. The project approved by the Board of Supervisors allows for both a vertical and horizontal expansion of the FRB Landfill, thereby allowing the landfill to operate an additional thirty-one years from the previous projected closure date of 2022 to 2053. The expansion of FRB will require that OC Waste & Recycling remove undisturbed drainages within the expansion area. In order to remove these drainages, OC Waste & Recycling is required to obtain Federal and State permits which include a Section 404 permit from the U.S. Army Corps of Engineers (“ACOE”), a Section 1600 permit from the California Department of Fish and Game (“CDFG”) and a Section 401 permit from the California Regional Water Quality Control Board (“Regional Board”) (collectively, the “Permits”). OC Waste & Recycling has obtained and is in possession of the Permits which require that OC Waste & Recycling implement a compensatory habitat mitigation project that will replace the habitat lost within the on-site drainages at another location. The Permits require that OC Waste & Recycling implement a compensatory mitigation project within the San Diego Creek Watershed, which is the same watershed where the FRB Landfill is located. In addition, Final EIR 604, Mitigation Measures, B-1 B-2 and B-5 commit OC Waste & Recycling to providing compensatory mitigation for the loss of native habitat within these on-site drainages; and

WHEREAS, the Conservancy is a non-profit, public benefit, non-advocacy organization, created to help care for the 50,000 acres of permanently protected wildlands and parks on the historic Irvine Ranch. The Conservancy works to enhance the public’s appreciation, understanding and connection to the land, while helping landowners and managers with all aspects of stewardship. The Conservancy was established in 2005; and

WHEREAS, Conservancy has the capacity, technical expertise and experience in planning and implementing restoration projects in the habitat types of interest to the County related to its compensatory mitigation requirements under the Permits; and

WHEREAS, the County desires to meet its compensatory mitigation obligations in connection with the FRB Landfill expansion and the Permits by engaging the Conservancy to restore and enhance riparian habitat within Limestone-Whiting Wilderness Park, within the Agua Chinon Wash drainage area, north of the Foothill Transportation Corridor (i.e., 241 Toll Road); and

WHEREAS, the Conservancy agrees to perform such mitigation activities as required by the Permits, as further provided herein; and

WHEREAS, major fire damage to the Agua Chinon Project was sustained from the Silverado Fire on October 26, 2020; and

WHEREAS, in response to fire damage, the U.S. Army Corps of Engineers (ACOE), which issued the permit requiring the Project as compensatory mitigation required the preparation of and adherence to an Adaptive Management Plan (AMP) to address fire damage and ensure the Project is restored to meet final permit-required performance standards; and

WHEREAS, an AMP was prepared identifying required repairs, restoration activities, monitoring and maintenance to address fire damage, and adherence to the AMP to meet final permit-established performance standards has necessitated an extension of the Agreement and additional funding. Completion of the Project will require an additional two and a half (2.5) years to reach final performance standards due to required repairs of damage sustained from the Silverado Fire; and

WHEREAS, County now desires and Contractor agrees, to revise the Scope of Management Services, including Exhibit A – Scope of Management Services by Year and extend the Agreement for two and a half (2.5) years, effective July 1, 2023 through December 31, 2025, with an additional \$220,000 in funds for a revised cumulative Agreement total not to exceed \$3,052,000;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
CONSERVANCY ENGAGEMENT

1.1 Engagement.

(a) County hereby engages Conservancy to restore and enhance riparian habitat within Limestone-Whiting Wilderness Park, in the drainage area known as Agua Chinon Wash, north of the Foothill Transportation Corridor (i.e., 241 Toll Road) as further described in Section 4.1 and Exhibit A, Scope of Management Services by Year (the “Management Services”). The Management Services shall be performed with the goal of ensuring that the mitigation area meets all applicable Performance Standards contained in the Permits. Due to the County’s financial commitment and term of the Agreement, the County, through its OC Waste & Recycling department (“OCWR”), shall oversee, review and approve the Management Services in this Agreement.. The County and the Conservancy agree that the Conservancy shall provide management and maintenance services for the riparian restoration and enhancement of the identified Agua Chinon Wash mitigation site (“Mitigation Site”). Among other Management Services identified in Exhibit A and Section 4.1, the Conservancy shall be responsible for developing a management and maintenance plan for the Mitigation Site, implementing the plan, and monitoring its success according to the Performance Standards identified in the Permits (Exhibit D) and the approved Habitat Mitigation and Monitoring Plan (“HMMP” Exhibit E) The

Conservancy will meet as requested, but no less frequently than quarterly with OCWR to report and discuss the progress of the Mitigation Site and to recommend activities in addition to those regularly scheduled that are determined necessary or required to ensure the success of the Mitigation Site. Recommended activities that involve a change to the Management Services shall be mutually agreed and subject to Section 3.3. OCWR shall have final approval of the management and maintenance plan and its implementation, including monitoring and maintenance procedures, which it shall not unreasonably withhold.

(b) Responsible Entities: shall be those individuals or entities, respectively, responsible for the successful implementation of the maintenance program, for monitoring maintenance procedures and site performance, or for providing interim and final approval of the habitat mitigation program, as set forth and described below, and shall include the:

- OCWR Biologist
- Conservancy
- Resource Agencies

(i) OCWR Biologist: shall be responsible for oversight, review, and approval of monitoring and maintenance activities, site conditions, and site performance, identifying appropriate remedial measures within the Management Services in coordination with the Conservancy, and for facilitating compliance with the Permits. The OCWR Biologist shall also be responsible for coordinating with the Conservancy and the Resource Agencies regarding site status.

(ii) Conservancy: shall be responsible for facilitating the successful establishment, management, maintenance, monitoring and reporting of native habitat within the Mitigation Site consistent with the Management Services. The Conservancy shall be responsible for performing all identified site maintenance procedures including weed control, management of irrigation systems and regimes, replacement plant establishment. The Conservancy shall be responsible for implementing the HMMP for the Mitigation Site and for meeting the Performance Standards in the Permits. The Conservancy shall also be responsible for coordinating with the OCWR Biologist as the primary contact regarding the Management Services.

Conservancy shall have a full-time, English speaking, project manager assigned to the project and that project manager shall monitor the performance of all tasks described herein. The name, phone number, and contact information of the project manager assigned to the activities described herein shall be provided to the OCWR Biologist prior to the initiation of such activities. The project manager shall have in their possession at all times the name and contact information for the OCWR Biologist.

(iii) Resource Agencies: are responsible for determining compliance with the HMMP and the Permits. For the Mitigation Site, the Resource Agencies include ACOE, CDFG and the Regional Board.

(c) County hereby designates its Director of OC Waste & Recycling (“Director”) to represent County under this Agreement. All written communications given to or

by Director to Conservancy under this Agreement shall be deemed given to or by County. County may change this designation at any time and from time to time by delivery of written notice to Conservancy. Director may specify a designee for the day to day oversight of the Management Services.

(d) Conservancy hereby designates its Executive Director (“Executive Director”) to represent Conservancy under this Agreement. All written communications given to or by Executive Director to County under this Agreement shall be deemed given to or by Conservancy. Conservancy may change this designation at any time and from time to time by delivery of written notice to County. Executive Director may specify a designee for the day to day oversight of the Management Services. As of the date of execution of this Agreement, this designee is the Conservancy’s Co-Director of Science and Stewardship.

(e) Conservancy may either retain employees or subcontract with others to perform all or a portion of the Management Services. Conservancy shall be solely responsible for hiring, supervising and training all of Conservancy’s officers, directors, employees, staff members, consultants, volunteers, agents, suppliers, contractors, subcontractors, representatives, and all other persons acting by or through any of the foregoing (collectively, “Conservancy’s Agents”) in performing the Management Services. Conservancy shall at all times exercise reasonable care and diligence to ensure that Conservancy’s Agents perform their respective obligations hereunder or under their respective contracts in a competent and professional manner. The term "Conservancy’s Agents" shall not, however, include any member of the general public present on the lands on which the Management Services are provided for any purpose, including without limitation, for the purpose of attending or participating in a land stewardship activity or other open public access program of any kind, nor any County employees contributing to or assisting Conservancy in-kind.

1.2 General Standards of Performance. Conservancy and County acknowledge that they are entering into this Agreement in good faith. Each party agrees to use its reasonable efforts, skill and judgment in all matters arising under this Agreement, and to cooperate in good faith with the other party. Conservancy agrees to perform its duties and obligations in an efficient, expeditious and professional manner, consistent with the terms and provisions of this Agreement.

ARTICLE II TERM OF AGREEMENT

2.1 Term. The initial term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until midnight ten and one-half (10.5) years after the Effective Date, unless sooner terminated as provided herein. If the Mitigation Site is approved and signed off by ACOE, CDFG and the Regional Board earlier than 10.5 years, this Agreement shall terminate at such time. Should Mitigation Site sign-off occur earlier than 10.5 years, upon notification by the County of the receipt of sign-off by ACOE, CDFG and the Regional Board, the Conservancy will invoice the County for its final quarterly payment or portion thereof, for any remaining Management Services rendered or required under the terms and conditions of sign off. No other amount of the total sum appropriated by the Board of Supervisors shall be payable under the terms of this Agreement.

ARTICLE III

CONSERVANCY COMPENSATION

3.1 Fees. For the purposes of the Conservancy performing the Management Services in Exhibit A and described in Section 4.1, the Conservancy shall be paid an annual not-to-exceed Management Fee (the “Management Fee”) with respect to each fiscal year commencing on January 1, 2013, (the “Effective Date”), and thereafter during the Term of the Agreement, as shown on Exhibit A, for a total project Management Fee sum equal to Two Million Eight Hundred Thirty Two Thousand Dollars (\$2,832,000.00).

3.2 Payments. County shall pay the annual Management Fee to the Conservancy in four quarterly installments payable on or before July 1, October 1, January 1 and April 1 of each year of the Term. Prior to each installment, the Conservancy will provide the County with an Activities Invoice for the upcoming quarter in accordance with the Terms and Conditions specified in Exhibit B and this Section. The quarterly Activities Invoice for the first quarter of the Agreement is shown in Exhibit C. All future quarterly Activities Invoices shall use the same format as Exhibit C. For each fiscal year of the Agreement, any unspent fees from the previous quarter will be applied to the following Conservancy quarterly Activities Invoice and associated quarterly installment by the County; however, payments shall not exceed the not-to-exceed Management Fee for each fiscal year, as shown in Exhibit A. County shall pay the first quarterly installment of the Management Fee to Conservancy within thirty (30) days from the Effective Date. In the event the Initial Term commences on some date other than January 1, 2013, then the first quarterly installment of the Management Fee shall be prorated to reflect the actual period of time for the first quarter of the Initial Term. The Conservancy shall submit quarterly invoices for Management Services up to ninety (90) days in advance to allow sufficient time for County administrative processing of payment. Payments for presented invoices shall be paid no later than thirty (30) days after presentation and on approval of OC Waste & Recycling.

These payments shall constitute full and complete payment for the Management Services performed in accordance with this Agreement between the Conservancy and the County and identified in Exhibit A except as may be adjusted according to Section 3.3 below and at the sole discretion of County

3.3 Adjustments to Management Fee. Changes or adjustments to the Management Fee may be authorized by the Director of OC Waste & Recycling, provided the additional work is mutually agreed and that said work is conducted under the Terms and Conditions of this Agreement, and provided said additional authorized payments are consistent with Board of Supervisors policies.

ARTICLE IV SCOPE OF MANAGEMENT SERVICES

4.1 Duties of Conservancy. The Conservancy shall implement a habitat restoration plan (including mitigation and monitoring) consistent with the Permits and approved HMMP within the Agua Chinon Wash that will include approximately 12 acres of riparian restoration and enhancement, approximately 28 acres of additional low-intensity habitat

enhancement and approximately 92 acres of targeted eradication of selected non-native invasive plants. Exact acreages will be determined following delineations and field surveys completed during the planning and pre-implementation phase of the project. These Management Services are listed in Exhibit A and are described below with anticipated annual phasing:

Phase I: Planning and Pre-Implementation (Years 1 and 2). Includes, but may not be limited to, developing delineations, baseline data collection, soil moisture mapping, establishment of vegetation sampling and photo points, verification and adjustment of weed and habitat polygons, establishment of pilot/test plantings, pre-growing and collection of plant material and seeds, and initiation of detailed implementation, maintenance and monitoring plans.

Phase II: Implementation (Years 2–4). Includes, but may not be limited to, completion of detailed implementation, maintenance and monitoring plans, extensive mitigation site preparation, installation of irrigation and other maintenance methods, targeted project-wide weed control, flora and fauna surveys, plant material procurement and grow-out, phased planting and installation of native plants, maintenance and monitoring of pilot/test plantings, site-scale weeding, installation of supplemental and replacement plantings and reporting. Each year includes maintenance and upkeep of previous year's plantings and installation of new plantings on subsequent areas of site.

Phase III: Maintenance and Short-Term Monitoring (Years 4-5). Includes, but may not be limited to, continued targeted weed control throughout project area, flora and fauna surveys, active monitoring of installed plantings and irrigation, focused local site-scale maintenance and weed control, revisiting previously planted areas to supplement with additional or replacement plantings, irrigation or other maintenance as needed to track success criteria, site and project-scale monitoring in relation to project Performance Standards, and reporting.

Phase IV: Long-Term Monitoring and Maintenance (Years 6+). Includes, but may not be limited to, continued project and site-scale monitoring and reporting in relation to project Performance Standards. Continued limited targeted weed control, replacement plantings, and irrigation as needed until sign-off. Final flora and fauna surveys as required by Performance Standards. Preparation of comprehensive Final Report.

Due to substantial fire damage sustained to the project during the 2020 Silverado Fire, and pursuant to the Adaptive Management Plan (AMP) subsequently required and approved by the ACOE, the Irvine Ranch Conservancy shall implement the additional maintenance outlined below to meet final performance standards in adherence to the AMP:

Year 11 (July 2023 – June 2024): Maintenance and Monitoring. Includes, but may not be limited to, focused local site-scale maintenance and weed control, targeted invasive weed control throughout sub-watershed, oak tree maintenance and irrigation, field data collection and analysis, supplemental seeding, project management, and reporting.

Year 12 (July 2024 – June 2025). Includes, but may not be limited to, focused local site-scale maintenance and weed control, targeted invasive weed control throughout sub-watershed oak, tree maintenance, field data collection and analysis including a CRAM analysis, supplemental seeding, project management, and reporting.

Year 13 (July 2025 – December 2025). Includes, but may not be limited to, final report preparation, final oak tree survey, final flora and fauna surveys as required by Performance Standards, and coordination related to mitigation project sign-off from regulatory agencies.

Conservancy shall provide the Management Services in an efficient and professional manner in accordance with the terms, timelines, conditions and standards set forth in this Agreement. County shall expeditiously provide Conservancy with any additional documentation, permits or other authorizations reasonably necessary to establish Conservancy's authority to perform the Management Services as required hereunder. Conservancy shall perform all Management Services in a prompt and diligent manner in accordance with this Agreement and recognized standards of the industry and in compliance with such standards and practices as are prevalent in the geographic area where the Management Services will be performed.

4.2 Performance Standards for Project. In performing the Management Services, Conservancy shall meet the Performance Standards as set forth in the Permits (Exhibit D), which include the ACOE Section 404 permit, CDFG Section 1600 permit and Regional Board Section 401 permit, and in the approved HMMP (Exhibit E).

4.3 Timeline. The Conservancy will initiate the duties defined in Section 4.1 during the 2013 calendar year, within 90 days following Board of Supervisors approval of the Agreement. The Timeline will be in compliance with the Scope of Management Services by Year (Exhibit A). Maintenance and site preparation activities will primarily occur in the spring following each rainy season. Maintenance and monitoring activities will continue until the Performance Standards identified in Section 4.2 are met. The Timeline may be modified by the Director in his sole and exclusive discretion, upon written request of Conservancy.

4.4 Progress Reports and Meetings.

(a) Conservancy shall prepare and submit to County no later than thirty (30) days after each three (3) month period (January–March, April–June, July–September and October–December), in such form as the Director may reasonably require, a written progress report (the “Quarterly Progress Report”) for the preceding three (3) months. The Quarterly Progress Report may be submitted together with the quarterly Activities Invoice or separately. At a minimum, the Quarterly Progress Report shall summarize all services, methodologies, and activities undertaken by Conservancy during the period and describe the activities to be performed in the following three (3) months. An Annual Report, as directed by the permitting agencies, will consolidate each year’s Progress Reports and will be submitted to County for review thirty (30) days prior to submission to the ACOE, CDFG and Regional Board.

(b) Conservancy shall schedule and attend regular update meetings with County. Update meetings shall be held on a periodic schedule as County and Conservancy reasonably deem necessary, but no less frequently than quarterly. Among other things at the quarterly meetings, the OCWR Biologist will ensure that the activities invoiced by the Conservancy for the previous quarter were conducted. The OCWR Biologist will regularly inspect and closely monitor the performance of the Mitigation Site and will provide recommendations to the Conservancy as appropriate for improved performance in relation to the Performance Standards of the HMMP and Permits referenced in Section 4.2.

4.5 Compliance with Laws, Permits and Agreements.

(a) Conservancy shall comply with all federal, state and local laws, ordinances, regulations, permits and orders now in force or enacted or promulgated hereafter (individually, a “Law”; collectively, “Laws”) that are related to the performance of the Management Services as set forth in Exhibit A, including but not limited to, (i) the Permits, (ii) the NCCP implemented among County and local governments and various natural resource agencies and landowners to protect various plant and wildlife communities and to which the County is a signatory, (iii) the Federal Endangered Species Act, (iv) the California Endangered Species Act, (v) any applicable conservation easements, (v) any Law (in each case, a “Hazardous Materials Law”) concerning wastes, materials, chemicals or other substances (whether in the form of liquids, solids or gases, and whether or not airborne) that are ignitable, reactive, corrosive, toxic or radioactive, or that are deemed to be pollutants, contaminants or hazardous or toxic substances under or pursuant to any law, or that are to any extent regulated by, form the basis of liability under or are otherwise under the authority of any Law (in each case, a “Hazardous Material”), and (vi) any existing or future ordinance promulgated by County relating to its ownership of lands in which the Management Services are performed.

(b) Conservancy shall not take any action or fail to act that may cause any portion of the lands in which the Management Services are performed to be in violation of any Law, including but not limited to any Hazardous Materials Law. Conservancy shall use its best efforts to notify County promptly, in writing of any suspected violation of any Law or Hazardous Materials Law with respect to the land owned by County of which it becomes aware, it being understood that Conservancy has no obligation to research any such matters or investigate to discover any such suspected violations, or to provide County with any form of legal advice, and that the intent of this provision is to ensure that Conservancy informs County in writing, in a timely manner of suspected violations of Laws with respect to the lands owned by County of which Conservancy actually becomes aware.

(c) Nothing in this Agreement shall be construed to create in or give to Conservancy: (1) the obligations or liabilities of an “owner” or “operator” as those words are defined and used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 US Code Sections 9601 et seq.) or any other Hazardous Materials Law, including (but not limited to) the Hazardous Materials Transportation Act (49 US Code Sections 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Sections 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Sections 25300 et seq.); and any rule regulation or other promulgation adopted under any of the

foregoing; (2) the obligations and liabilities of a person described in 42 USC §9607(a)(3); (3) the obligations of a responsible person under any applicable Hazardous Materials Law; (4) any obligation, right or permission to investigate, remove, remediate, abate or otherwise clean up any Hazardous Materials located at or associated with the land; or (5) control over, or any obligation to participate in, the investigation, removal, remediation, abatement or other clean-up of Hazardous Materials in compliance with any Hazardous Materials Law, except to the extent that the condition was actually caused by Conservancy.

4.6 Employees.

(a) The Conservancy is an independent contractor. All matters pertaining to the employment, supervision, compensation, promotion and discharge of Conservancy's employees shall be the sole responsibility of Conservancy. Conservancy shall comply with all applicable governmental requirements relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee matters, and County shall have no responsibility for such issues for Conservancy or Conservancy's employees.

(b) Conservancy agrees that no employee of County, including but not limited to those who may be involved with this Agreement shall be given or offered employment by Conservancy during the life of this Agreement regardless of the assignment said employee may be given or hours the employee may work.

(c) Conservancy warrants that it fully complies with all Laws regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal Laws. Conservancy shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Laws, including but not limited to the Immigration and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereinafter amended. Conservancy shall retain all such documentation for all covered employees for the period prescribed by Law.

4.7 Data Sharing and Ownership of Intellectual Property.

(a) County shall retain permanent ownership of all intellectual information and Work Product directly connected and derivative materials produced under this Agreement by Conservancy. All documents, GIS Information, data files, reports and other incidental or derivative work or materials produced hereunder (collectively, "Work Product") shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County.

(b) County hereby grants Conservancy non-exclusive license to use GIS information, field and monitoring data and other related Work Product for publication in scientific peer-reviewed journals and professional presentations with appropriate acknowledgement of County. No Work Product shall be used by Conservancy for any other purpose without the express written consent of the County. All work generated by or on behalf of Conservancy as part of its

unrelated or previous duties on the lands in which the Management Services are performed shall remain the exclusive property of Conservancy.

(c) At termination of this Agreement, Conservancy agrees to furnish the County all Work Product produced under this Agreement by the Conservancy within a period of not more than 60 calendar days.

ARTICLE V
INSURANCE

5.1 **Insurance Requirements.**

Prior to the provision of Management Services under this contract, the Conservancy agrees to purchase all required insurance at Conservancy's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Conservancy pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Conservancy.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Conservancy fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Conservancy shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Conservancy's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Conservancy fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Conservancy to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Conservancy in writing of changes in the insurance requirements. If Conservancy does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Conservancy, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Conservancy's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by Conservancy. Conservancy agrees to indemnify, hold harmless and defend County, and each of its elected and appointed officials and representatives, employees and agents, and each of the successors and assigns of such parties (collectively, the "County Parties") from and against any and all of the following: claims, costs, liabilities, penalties, damages or expenses of any kind or nature whatsoever, to any person or property, and whether based on negligence, strict liability or other claim (including, but not limited to, court costs and reasonable attorneys' fees and expenses, whether incurred at the trial, appellate or administrative level, or in connection with any required arbitration) (collectively, "Claims") that any of the County Parties may suffer or incur, or to which any of the County Parties may be subjected, to the extent such Claims are the result of or arise out of (i) Conservancy's Management Services pursuant to this Agreement (ii) any breach or violation of the terms of this Agreement by Conservancy or by anyone acting for or under the authority of Conservancy, or (iii) the negligence or willful misconduct of Conservancy or any of Conservancy's Agents in the performance of the Management Services.

6.2 Indemnification by County. County agrees to indemnify, hold harmless and defend Conservancy, each of Conservancy's directors, officers, employees and agents, and each of the successors and assigns of such parties (collectively, the "Conservancy Parties"), from and against any and all Claims that any of the Conservancy Parties may suffer or incur, or to which

any of the Conservancy Parties may be subjected, to the extent such Claims are the result of or arise out of (i) any entry on the lands on which the Management Services are performed by the general public in connection with the Management Services, except to the extent such Claims are the result of or arise out of Conservancy's or Conservancy Parties' conduct or activities covered by Conservancy's indemnification in section 6.1 above, (ii) any breach or violation of the terms of this Agreement by County or by anyone acting for or under the authority of County, or (iii) the negligence or willful misconduct of County or any of County's Parties relating to the land upon which the Management Services are performed.

6.3 General. The foregoing indemnities and obligations to hold harmless and defend are intended to apply with respect to all Claims made or incurred directly by the indemnified party or parties, or their property, as well as Claims made by third parties. The foregoing obligation to defend Conservancy and the Conservancy Parties shall mean the obligation to defend with counsel reasonably approved in writing by Conservancy. Likewise, the foregoing obligation to defend County and the County Parties shall mean the obligation to defend with counsel reasonably approved in writing by County. Neither payment nor a finding of liability or of an obligation to defend shall be a condition precedent to the enforcement of any indemnity or duty to defend provision herein.

ARTICLE VII LIENS

7.1 Conservancy shall not suffer or permit to be enforced against the County land or property, any mechanics', laborers', materialmen's, contractors or any other liens arising from or any claims for damages growing out of any work or construction performed by or caused to be performed by Conservancy in connection with the performance of this Agreement. Conservancy shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against County land or Property. County shall have the right at any time to post and maintain on County Property such Notices of Nonresponsibility as desired by County or as may be provided by law. Notwithstanding anything to the contrary contained herein, if Conservancy shall in good faith contest the validity of any such lien, claim or demand, then Conservancy shall, at its expense, defend itself and County against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the County land or property. If County shall require, Conservancy shall provide to County a surety bond satisfactory to County in an amount equal to such contested lien, claim or demand indemnifying County against liability for same, or if County shall request, Conservancy shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereafter enacted, providing for a bond freeing the County land or property from the effect of such lien or claim or action thereon. If the Conservancy does not act to cure as a result of any recording or other notice of lien, that is, if it does not dispute a recorded lien, then County shall have the discretion to proceed to clear title or cause any lien to be expunged from the record, and all County attorney fees and costs incurred, whether by judicial action or by other means, shall be recoverable by County from Conservancy as a result of the Conservancy indemnity obligation set forth in paragraph 6.1, Notwithstanding the above, Conservancy shall have no obligation with respect to any of the foregoing to the extent any such lien, claim or other proceeding arises directly out of County's acts or omissions or a failure by County to make payments to Conservancy as provided

in this Agreement (except in circumstances where County has contested in good faith such payment, in which case Conservancy shall remain obligated as provided in this sentence pending resolution of such dispute).

ARTICLE VIII
TERMINATION

8.1 Termination Without Cause.

Either party may, for any reason and without cause, terminate this Agreement effective by giving written notice of such termination to the other party at least one hundred and eighty (180) days prior to such effective date.

8.2 Termination for Cause.

(a) Either party may terminate this Agreement for cause by written notice to the other party (the "Termination Notice"). The acts or omissions that shall entitle a party to terminate this Agreement are:

(1) In the case of Conservancy: (i) failure to provide the Management Services; (ii) failure to perform the Management Services in conformity with Section 4.1 Duties of Conservancy, Section 4.2 Performance Standards or Section 4.3 Timeline; (iii) commission of any fraud, misrepresentation, breach of fiduciary duty or willful misconduct in connection with the performance of Conservancy's duties under this Agreement; or (iv) failure to cure any other breach of this Agreement by Conservancy

(2) In the case of County: (i) failure to pay the Conservancy Compensation as provided in Section 3.1; or (ii) failure to cure any other breach of this Agreement by County.

(b) Termination shall be effective upon the expiration of thirty (30) days following the giving of the Termination Notice, unless the party allegedly in default cures the same within such thirty (30) day period of said Termination Notice. In the alternative, if the default is not capable of cure within thirty (30) days of the mailing date of the Notice of Termination, the defaulting party shall have the right to cure within sixty (60) days providing the defaulting party gives written notice to the other party within thirty (30) days of the mailing of the Notice of Termination of a plan of action to cure said default. The defaulting party must initiate all necessary action to cure the default within sixty (60) days of the Termination Notice and shall have completed all such action and cured the default within sixty (60) days.

(c) Prior to delivery of a Termination Notice under this Section 8.2, the non-defaulting party agrees to (i) notify the defaulting party as to the non-defaulting party's concerns with the other party's performance and (ii) meet with the other party to confer regarding resolution of those concerns. If the parties have been unable to resolve the non-defaulting party's concerns by the date that is thirty (30) days after the date the notice was given, then the non-defaulting party may proceed with its Termination Notice.

8.3 Obligations Upon Termination. Upon termination of this Agreement for any reason, each party shall continue to be fully liable for its respective obligations that have accrued up to and including the termination date. In addition, the parties shall have the following obligations:

(a) County Obligations. To the extent of available appropriations, County shall remain obligated to pay Conservancy for the portion of the Management Services performed by Conservancy up to the date of termination.

(b) Conservancy Obligations. Conservancy shall perform any Management Services reasonably requested by County until the termination date. In addition, within thirty (30) days after the termination date of this Agreement, whether by expiration of the Term, by early termination notice under this Article or by mutual agreement, Conservancy shall deliver to County the following:

(1) Complete and legible copies of all Work Product generated by Conservancy and pursuant to this Agreement not previously delivered by Conservancy to County;

(2) All records, contracts, agreements, keys, correspondence files and other papers or documents that pertain to the Management Services; and

(3) A Progress Report (whether or not then due), covering the period from the end of the previous Progress Report to the termination date.

8.4 Remedies Cumulative. No remedy herein reserved to either party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given in this Agreement as now or hereafter existing or at law, in equity or by statute.

8.5 Nonwaiver. The failure of a party to notify the other party of any default under this Agreement shall not be deemed to be a waiver by such non-defaulting party of any continuing default by the defaulting party of any term, covenant or condition set forth in this Agreement, nor of the non-defaulting party's right to declare a default for any such continuing breach. The failure of a non-defaulting party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any option in this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

ARTICLE IX
GENERAL PROVISIONS

9.1 Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand-delivery or professional messenger service) to either party or may be sent by registered or certified mail, with postage prepaid, return receipt

requested or delivered by Federal Express or other courier service guaranteeing overnight delivery, charges prepaid, and addressed as follows:

If to Conservancy at:

Irvine Ranch Conservancy
4727 Portola Parkway
Irvine, CA 92620
Attention: Executive Director

If to County at:

County of Orange
OC Waste & Recycling
601 N. Ross Street, Fifth Floor
~~300 N. Flower Street, Fourth Floor~~
Santa Ana, CA 927031
Attention: Director

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed in the State of California with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

9.2 Independent Contractor. Conservancy shall act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement including but not limited to those duties and responsibilities set forth in Article IV. Conservancy is not and shall not be an agent of County for any purpose. No provisions hereunder are intended or shall be construed to create a partnership or a joint venture between County and Conservancy with respect to this Agreement or the Management Services, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

9.3 Assignment. Neither party shall voluntarily or involuntarily, directly or indirectly, sell, assign, hypothecate, pledge or otherwise transfer or dispose of all or any portion of its interest in this Agreement to any third party without the prior written consent of the other party, which consent may be withheld in such other party's sole and absolute discretion. Any such attempted sale, assignment, hypothecation, pledge or other transfer without such consent shall be void and of no effect. No assignment approved by one party pursuant to the terms of this Section shall be deemed to relieve the other party from any liability, responsibility or obligation hereunder. County acknowledges that the foregoing restrictions on assignment are not intended to preclude Conservancy from retaining consultants or contractors to perform all or a portion of the Management Services.

9.4 Change of Ownership. Conservancy agrees that if there is a change or transfer in ownership of Conservancy's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume Conservancy's duties and obligations contained in this Agreement and complete them to the satisfaction of County.

9.5 Waiver of Jury Trial. County and Conservancy each acknowledge that it has had the advice of counsel of its choice with respect to rights to trial by jury under the constitutions of the United States and the State of California. To the extent permitted by Law, each party expressly and knowingly waives and releases all such rights to trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters arising out of or in any way connected with this Agreement.

9.6 Mediation. If a dispute arises from or relates to the terms and provisions of this Agreement or any other matter referred to herein, which cannot be settled by direct discussions or negotiation, County and Conservancy agree first to try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or by such other organization or individual and under such rules as the parties may agree, before resorting to litigation or some other dispute resolution procedure. Each party shall pay its own costs of mediation.

9.7 Governing Law. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws and provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto and agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

9.8 Severability. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

9.9 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as may be expressly provided herein to the contrary.

9.10 Entire Contract. This Agreement, including Exhibits A B and C, which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

9.11 Amendments and Written Consents. All amendments to this Agreement shall be in writing and executed by County and Conservancy. For day-to-day communication and decisions, an e-mail request and approving e-mail reply will satisfy the written request requirement.

9.12 Headings. The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

9.13 Oral Agreements. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

9.14 Approvals. Except as otherwise provided herein, all approvals required under this Agreement shall be in writing and shall be within the approving party's reasonable discretion.

9.15 Press Releases and Press Relations. Any feature stories and/or "soft coverage" concerning this Agreement, the subject matter hereof and the Management Services provided shall not be initiated or solicited by either Conservancy or County without the consent of the other party, which shall not be unreasonably withheld. In the case of inquiries by the press, the party to whom an inquiry has been made shall use reasonable efforts to contact the other party. If a party initiates a telephone call or email to the other party advising such party of a press inquiry, and such party does not respond within one (1) business day after the telephone call has been placed or the emailed message sent, the party to whom the inquiry has been made may answer questions asked by the press to the best of its knowledge. Notwithstanding the foregoing, prior consent of the other party shall not be required to respond to any routine inquiries by the press.

9.16 Time. Time is of the essence of this Agreement and each provision hereof of which time is an element.

9.17 Nonliability of Officials and Employees. No member, official, employee, or consultant of County shall be personally liable to Conservancy, or any successor interest of Conservancy, in the event of any default or breach by County or for any amount which may become due to Conservancy or to its successor, or on any obligations under the terms of this Agreement. No member, director, officer, employee, or consultant of Conservancy shall be personally liable to County, or any successor interest of County, in the event of any default or breach by Conservancy or for any amount which may become due to County or to its successor, or on any obligations under the terms of this Agreement.

9.18 Child Support Enforcement Requirements. In order to comply with child support enforcement requirements of the County of Orange, Conservancy agrees to furnish Director, County's standard form District Attorney Child Support Enforcement Certification Requirements, which includes the following information.

a) A certification that the Conservancy has fully complied with all applicable federal and state reporting requirements regarding its employees; and

b) A certification that the Conservancy has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of Conservancy to timely submit data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from the Director shall constitute grounds for termination of this Agreement.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

9.19 Force Majeure. The Conservancy shall not be responsible for damages during any delay beyond the time named for the performance of this Agreement for damages or delays in performance caused by an act of God, war, civil disturbance, labor dispute, strike, lockout, accident, or other cause or event beyond the reasonable control of the Conservancy, provided the Conservancy gives written notice of the cause of the delay to the County as soon as possible, however, not later than seven (7) calendar days of the start of the delay.

9.20 Captions. The captions of the various Sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

9.21 Interpretation: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

9.22 Authorization. By the execution of this Agreement, the undersigned each represent and warrant, in each case as to the party on behalf of whom they are signing, that the execution, delivery and performance of this Agreement by such party has been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of such party in order to perform its obligations hereunder.

9.23 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(SIGNATURES ON NEXT PAGE)

EXHIBIT A - SCOPE OF MANAGEMENT SERVICES BY YEAR	Not-To-Exceed Cost By Fiscal Year
Pre-Implementation (Jan 2013-Jun 2013): Delineations, Detailed Planning/Preparation <ul style="list-style-type: none"> - Pilot plantings/seedings - Polygon boundary verification/adjustment - Jurisdictional Delineation and CRAM - Baseline data collection: soil moisture mapping, vegetation & photopoints - Collect source seed material not readily available - Initiate detailed implementation plan 	\$200,000
Year 1 (Jul 2013-Jun 2014): Initiate Implementation and Irrigation Infrastructure <ul style="list-style-type: none"> - Complete detailed implementation plan - Site preparation - Targeted weed control/bio surveys - Phase 1 plant material procurement/grow out - Installation of irrigation - Monitoring - Reporting 	\$450,000
Year 2 (Jul 2014-Jun 2015): Implementation <ul style="list-style-type: none"> - Continue site preparation - Continue targeted weed control/bio surveys - Plant/seed phase I planting areas, complete irrigation - Phase 2 plant material procurement/grow out - Monitoring - Reporting 	\$573,000
Year 3 (Jul 2015-Jun 2016): Implementation <ul style="list-style-type: none"> - Continue targeted weed control/bio surveys - Plant/seed phase II planting areas, complete irrigation - Site maintenance (e.g. irrigation and weeding) and replacement planting - Monitoring - Reporting 	\$573,000
Year 4 (Jul 2016-Jun 2017): Implementation <ul style="list-style-type: none"> - Continue targeted weed control /bio surveys - Site maintenance (e.g. irrigation and weeding) and replacement planting - Monitoring - Reporting 	\$368,000
Year 5 (Jul 2017-Jun 2018): Implementation Completion <ul style="list-style-type: none"> - Continue targeted weed control/bio surveys - Site maintenance (e.g. irrigation and weeding) - Monitoring - Reporting 	\$168,000
Years 6-10 (Jul 2018- June 2023): Final Report and Monitoring/Maintenance <ul style="list-style-type: none"> - Final Implementation Report - Targeted Weed Control - Site Maintenance Including Replanting and Irrigation as Needed - Site Monitoring and Annual Reporting 	\$500,000 (= \$100,000 annually)

<p>Year 11 (July 2023 – June 2024)</p> <ul style="list-style-type: none"> • Weeding • Oak Maintenance • Oak irrigation (through summer 2023) • Field data collection and analysis • Supplemental Seeding • Target invasive control in sub-watershed <p>Project management and reporting</p>	<p>\$100,000</p>
<p>Year 12 (July 2024 – June 2025)</p> <ul style="list-style-type: none"> • Weeding • Oak Maintenance • Field data collection and analysis (including CRAM) • Supplemental Seeding • Target invasive control in sub-watershed • Project management and reporting 	<p>\$100,000</p>
<p>Year 13 (July 2025 – December 2025)</p> <ul style="list-style-type: none"> • Final report preparation • Final oak tree survey • Coordination related to sign-off from regulatory agencies 	<p>\$20,000</p>
<p>Total Not-to-Exceed Cost</p>	
<p>\$2,832,000</p>	
<p>\$3,052,000</p>	

EXHIBIT B

COMPENSATION AND TERMS OF PAYMENT

Compensation:

The New Irvine Ranch Conservancy (“Conservancy”) shall perform the Management Services as set forth in Exhibit A, Scope of Management Services by Year, in a cost-effective manner. Compensation shall be in accordance with the annual amounts in Exhibit A and payable quarterly in advance upon invoice.

Invoicing and Payment:

The Conservancy shall invoice the County in accordance with the terms and conditions provided herein and in Section 3.2.

Management Fees shall be invoiced quarterly by the Conservancy to the County in congruence with the Management Services listed in Exhibit A and as described in Section 3.2. The following information must be clearly referenced on the invoice:

- the Grantee’s vendor code,
- the Contract Number (MA #)

The responsibility for providing an acceptable invoice rests with the Conservancy. An example of an acceptable invoice is attached in Exhibit C. Invoices must first be verified and approved by the OCWR Biologist and are subject to routine standard processing requirements of the County. The Grantee’s invoice shall be paid after verification and approval and in a timely manner, in any event not longer than 30 days after first presented.

Payments made by the County under this Agreement shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract, and shall not be construed as acceptance of any part of the Management Services. Conservancy shall maintain and make available upon reasonable request of County the backup documentation to substantiate invoices submitted.

In the event of a lost or misdirected invoice, the Conservancy shall re-issue at no additional charge and the OCWR Biologist will certify it as an original. No billing shall cover Management Services previously invoiced and paid.

The Conservancy shall use the Conservancy’s letterhead to submit all invoices for Management Services rendered. Proper references must be made to Scope of Management Services in Exhibit A and the Vendor Code will be used to identify the Conservancy. Each invoice will have a unique invoice number and will include the following information:

- a. Conservancy’s name and address including email address
- b. Conservancy’s remittance address, if different from a. above

- c. Delivery/Service address
- d. Services description that matches the description in Exhibit A.
- e. Sales tax, if applicable
- f. Freight/delivery charges, if applicable
- g. Total amount

Payment related questions shall be directed to OCWR Accounts Payable at the address shown below. Invoicing related questions shall be directed to the OCWR Biologist.

An original and one copy of all invoices are to be submitted for approval and payment to:

OC Waste & Recycling
300 N. Flower St., Ste. 400
Santa Ana, CA 92703-5000

Grantee: Name and Agreement (___) Number



Exhibit C
OC Waste & Recycling Management Agreement
Contract #MA(.....) Vendor #(.....)

INVOICE #(.....)

<i>Summary Activities Invoice For Period January 1 – March 31, 2013</i>		
	Expenses	Description
Planning and Delineations	\$ 60,000	Developing delineations, soil moisture mapping, verification and adjustment of weed and habitat polygons, initiation of detailed implementation, maintenance and monitoring plans, field staffing, labor, project management, and reporting.
Preparation and Data Collection	\$ 40,000	Baseline data collection, establishment of vegetation sampling and photo points, pre-growing and collection of plant material and seeds, establishment of pilot/test plantings, labor, project management and reporting.
TOTAL	\$ 100,000	