

PROJECT IMPLEMENTATION AGREEMENT

THIS IMPLEMENTATION AGREEMENT (“Agreement”), dated as of _____, 2022 is by and between the PENINSULA OPEN SPACE TRUST (“POST”), a California non-profit public benefit corporation and the SANTA CLARA VALLEY OPEN SPACE AUTHORITY (“OSA”), an independent special district in Santa Clara County, CA and POINT REYES BIRD OBSERVATORY DBA POINT BLUE CONSERVATION SCIENCE, (“Pt. Blue”), a California 501(c)(3) non-profit organization, (collectively, the “Parties”) with reference to the following facts and circumstances:

RECITALS

A. POST is the owner of a certain parcel of real property located in the County of Santa Clara, State of California, commonly known as Santa Clara County Assessor’s Parcel Numbers 712-21-004 (“Property”).

B. The Property is located in the Mid-Coyote Valley planning area, an area of interest of POST and OSA for conservation of wildlife habitat and connectivity, habitat restoration and agriculture.

C. POST and OSA entered into a License and Management Agreement on September 25, 2020 (“License Agreement”) which set forth the terms and conditions under which POST has granted a license to OSA to use and manage the Property.

D. POST submitted a Proposal for Habitat Restoration and Educational Resource Creation (“Project”) to the Tides Foundation and Google.org Charitable Giving Fund (“Grantors”) to partner with OSA, Pt. Blue and the local community to educate school children by planting native plants to create critical habitat for Western Monarchs and other pollinators on the Property. Additionally, the Project outlines the creation of educational resources to increase broad awareness of the importance of pollinators in Coyote Valley.

E. On August 5, 2021 the Grantors approved the proposal and wired \$250,000.00 to POST for completion of the Project.

F. On December 13, 2021, POST entered into an independent contractor agreement with Pt. Blue to implement the scope of work under the above-noted Grant, and to undertake administrative reporting and invoicing to POST regarding the contractor’s work (the “Contractor Agreement” attached as Exhibit A to this Agreement). As set forth below, the parties to this Agreement intend that OSA collaborate with and manage certain of the duties and responsibilities of Contractor in light of the License and Management Agreement (the “License Agreement”) between POST and OSA, dated September 25, 2020.

G. POST and OSA acknowledge that implementation of the Project on the Property is consistent with the terms of the License Agreement and desire effectuating the Project as approved.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, POST, OSA and Pt. Blue hereby agree as follows:

1. Term of Agreement. The Agreement shall commence on the date this Agreement is executed by all

Exhibit F

Parties ("Effective Date") and shall terminate upon completion of the Project unless the Parties mutually agree in writing to another termination date.

2. Implementation and Scope of Work.

As set forth in Exhibit A, OSA agrees to

- Assume the responsibility and obligation to collaborate with and oversee contractors and subcontractors to ensure that Scope of Work is completed consistent with the License Agreement.
- Collaborate with contractors on grant reporting and submit reports to POST.
- Administer the project budget in conformance with the terms and conditions of the Grant.
- Review, approve and route invoices that comply with the terms and conditions of the Grant to POST for payment and said invoicing shall be in accordance with the procedures set forth in Paragraph 4 of the Contractor Agreement

3. Assignment.

Parties shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of all Parties and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement.

4. Compliance with Laws.

In the performance of this Agreement, OSA shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of other local agencies with jurisdiction, if any. If a license, permit, or registration of any kind is required by law of OSA, its employees, agents, or subcontractors, OSA represents and warrants that such license has been obtained, is valid and in good standing, and OSA shall keep it in effect at all times during the term of this Agreement.

5. Accident Reports.

OSA shall immediately report (as soon as feasible, but not more than 24 hours) to POST any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

6. Default.

In the event that OSA defaults in any obligation of OSA under this Agreement, or OSA defaults in the performance of any of the terms and conditions of this Agreement, POST may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: (1) enforce performance of the Agreement by OSA; or (2) terminate this Agreement. The above remedies are in addition to any other remedies at law or equity POST may have. OSA shall pay or reimburse POST for all of POST's costs and expenses, incurred in enforcing its rights hereunder.

7. Entire Agreement.

This Agreement contains all of the agreements and understandings of the parties pertaining to the

Exhibit F

subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties, except the License Agreement. This Agreement cannot be amended or modified except by written agreement of all the parties.

8. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

10. Interpretation

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

11. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

12. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

13. Authority to Sign. The parties executing this Agreement on behalf of POST, OSA, and Pt.

Blue represent that they have authority and power to sign this Agreement on behalf of POST, OSA, and Pt. Blue, respectively.

14. Notices.

Any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below by any of the following means: (i) personal service; (ii) telephonic facsimile transmission; (iii) nationally recognized overnight commercial mail service; (iv) registered or certified, first class U.S. mail, return receipt requested; or (v) electronic mail, in each case, addressed as provided below.

If intended for OSA, addressed as follows:

Santa Clara Valley Open Space Authority
33 Las Colinas Lane
San Jose, CA 95119
Attn: Galli Basson
TEL: (408) 224-7476
FAX: (408) 224-7548
EMAIL: gbasson@openspaceauthority.org

If intended for POST, addressed as follows:

Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301
Attn: Taylor Jang
TEL: (650) 854-7696
FAX: (650) 854-7703
EMAIL: tjang@openspacetrust.org

If intended for Pt. Blue, addressed as follows:

Point Blue Conservation Science
3820 Cypress Way #11
Petaluma, CA 94954
Attn: Beth Huang
TEL: (707)-781-2555 x404
EMAIL: bhuang@pointblue.org

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Such addresses may be changed by either Party by notice to the other Party given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (i) or (ii) above shall be deemed received upon such personal service or upon dispatch by electronic transmission (provided, however, that a dispatch by facsimile transmission that occurs on any day other than a business day or after 5:00 p.m. Pacific time shall not be deemed received until 9:00 a.m. Pacific time on the next business day). Any notice, demand, or request sent pursuant to clause (iii) above shall be deemed received on the business day immediately following deposit with the commercial mail service and, if sent pursuant to clause (iv) above shall be deemed received forty-eight (48) hours following deposit in the U.S. mail.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, the Parties hereby execute this Agreement.

POST and OSA, by their execution below, hereby indicate their consent to the terms of this Agreement.

[signatures on following page]

Exhibit F

For POST: PENINSULA OPEN SPACE TRUST,
a California non-profit public benefit corporation

By: _____
Daniel Olstein, Director of Land
Stewardship

Date: _____

For OSA: SANTA CLARA VALLEY OPEN SPACE AUTHORITY,
an independent special district in Santa Clara County, CA

APPROVED AS TO FORM:

By: _____
William P. Parkin, General Counsel

APPROVED AND ACCEPTED:

By: _____
Andrea Mackenzie, General Manager

Date: _____

For Pt. Blue: PT. BLUE CONSERVATION SCIENCE,

By: _____
Padmini Srinivasan, CFO

Date: _____