



Memorandum of Understanding Between Monterey Peninsula Regional Park District and Ventana Wildlife Society



This Memorandum of Understanding (MOU) establishes a community partnership between the Monterey Peninsula Regional Park District (MPRPD) and Ventana Wildlife Society (VWS). Together, the parties enter this MOU to mutually promote health and wellness, educational, and outdoor experiences for our community, and by reaching marginalized communities by removing barriers of transportation and programming costs.

I. MISSION

VWS is dedicated to the conservation of native wildlife and their habitats through research, education and collaboration, focusing on the key areas of education and outreach, conservation ecology, habitat restoration and species recovery. Through education and outreach, VWS has provided meaningful outdoor experiences to youth since 1992, with half of the participants from underserved communities who attend free of charge through the generous support of VWS members and local foundations. VWS is a 501(c)3 that is governed by a volunteer Board of Directors. In addition to Education and Outreach, VWS also works in Species Recovery (currently focused on the reintroduction of the California condor to the central California coast) and Conservation Ecology.

MPRPD's mission is to "acquire and maintain open space in the district for preservation and use, working with partners and the community, for public benefit, enjoyment and environmental protection." The organization's vision is to be an inspirational, inclusive, respected, sustainable and valued open space district that collaborates with and serves the community and its conservation needs through interconnected open spaces, public parks, education and advocacy for the entire community. Established in 1972, the District's current boundaries cover over 500 square miles and include Carmel Valley, Pebble Beach and the Big Sur Coast and the seven incorporated cities on the Monterey Peninsula. The District is governed by an elected Board of Directors, representing the citizens in each of five wards. Programs include the stewardship of parks and preserves, conservation, open space and land use planning, and education/outreach.

II. PURPOSE AND SCOPE

In support of both party's missions, VWS's Education and Outreach Program, located at 9699 Blue Larkspur Lane, Suite 105, Monterey, Ca 93940 and MPRPD's Environmental Education and Community Outreach Program, located at 4860 Carmel Valley Rd, Carmel-By-The-Sea, CA 93923, will work in partnership to deliver outdoor education and nature prescription programs for youth. The VWS Education and Outreach program expects to serve approximately 1250 students and 55 adults through partnerships with Monterey County community organizations serving youth. VWS staff will deliver recurring and single-day experiences that will take place at a variety of Monterey County parks, including MPRPD properties such as Marina Dunes Preserve, Garland Ranch Regional Park, and Palo Corona Regional Park.

ATTACHMENT 1

VWS staff will continue to develop and deliver:

- 1) meaningful educational outdoor experiences for youth;
- 2) nature prescription programs for migrant farm-working families from underserved areas; and
- 3) share the results of annual evaluations of the education programs reach and data collection.

The MPRPD staff will continue to provide:

- 1) access to parklands and facilities, including Marina Dunes Preserve, Garland Ranch, and Palo Corona regional parks;
- 2) support for the coordination and logistics of field trips; and
- 3) marketing and outreach support for field experiences.

It is planned that staff commitment, in support of VWS Education Programs, will be:

- (VWS) Education and Outreach Manager: oversight and coordination of VWS Education and Outreach Programs, including evaluation, funding and reporting.
- (VWS) Education and Outreach Coordinator: oversight of instructors, curriculum, transportation, and program delivery.
- (VWS) Educational Instructors: part-time for transportation and program delivery.
- (MPRPD) to MPRPD Environmental Education and Community Outreach staff, or a designated representative: coordinates MPRPD schedule and facilities use for VWS educational programming through collaboration with VWS Education and Outreach Manager and/or Coordinator.

III. RESPONSIBILITIES

Each party will appoint a person to serve as each respective organization's official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Jackie Nelson, Environmental Education Supervisor
Monterey Peninsula Regional Park District
Mailing Address: P.O. Box 223340, Carmel, CA 93922
Physical Address: 4860 Carmel Valley Road, Carmel, CA 93923
831.372.3196, Ext. 109
nelson@mprpd.org

Alena Porte, Education and Outreach Manager
Ventana Wildlife Society
9699 Blue Larkspur Lane, Suite 105, Monterey, CA 93940
831.800.7421
alenaporte@ventanaws.org

The organizations agree to the following responsibilities:

VWS will:

- Develop and deliver outdoor education and nature prescription curriculum (property of VWS);
- Procure equipment and supplies for programs (property of VWS);
- Outreach to community partners and recruit youth for program involvement;
- Deliver end of year report detailing students served during the year;

- Be responsible for all damages to persons or property that occur as a result of VWS's or its officers, agents, and/or employees fault or negligence in connection with VWS's participation in the Activity; and
- Indemnify and save harmless the MPRPD, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of VWS, its officers, agents, and/or employees in connection with the Activity.

MPRPD will:

- Provide qualified staff support and site expertise;
- Provide access on MPRPD lands;
- Be responsible for all damages to persons or property that occur as a result of MPRPD's or its officers, agents, employees, and/or servants fault or negligence in connection with MPRPD's participation in the activity; and
- Provide funding for transportation support (mileage, drivers, commercial vehicle, and terminal costs) at a minimum of \$2,500 (Two Thousand Five Hundred and Fifty Dollars) annually for the term of this agreement.
- VWS shall be paid upon receipt of a written invoice showing the amount due, program services and a detailed summary of the services that were provided. VWS shall submit the written invoices monthly following the fiscal calendar of July 1–June 30. MPRPD will provide payment to VWS within 30-days of receipt of the invoice.

MPRPD and VWS will:

- Attend planning sessions, as needed, and/or communicate effectively in support of program success;
- Provide data or statistics, as needed;
- Coordinate to determine program scheduling; and,
- Background check (Department of Justice fingerprint/live scan) every officer, employee or agent who will have contact with children in the performance of duties under this MOU or in operation of the grant services covered by this MOU. No officer, employee or agent shall be allowed to have contact with children as a part of this program if the individual has been convicted or entered a plea of no contest to any felony or misdemeanor offense that involved children.

Each party shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in section IV below.

IV. INSURANCE

General conditions pertaining to provision of insurance coverage by VWS and MPRPD. Both parties agree to the following with respect to insurance provided:

- **General liability insurance.** Both parties shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury,

and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

- **Automobile liability insurance.** VWS shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VWS arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- **Proof of insurance.** VWS shall provide certificates of insurance to MPRPD as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by MPRPD’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with MPRPD at all times during the term of this contract. MPRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against MPRPD, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VWS or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VWS hereby waives its own right of recovery against MPRPD, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- **Additional insured status.** General liability policies shall provide or be endorsed to provide that MPRPD and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- Certificate(s) are to reflect that the insurer will provide 30 days’ notice to District of any cancellation of coverage. Parties agree to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
- Parties agree to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project, provide the same minimum insurance coverage required. Parties agree to monitor and review all such coverage and assume all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Parties agree that upon request, all agreements with subcontractors and others engaged in the project will be submitted to each party for review.

V. TERMS OF UNDERSTANDING

The term of this MOU is effective **August 5, 2020 through July 31, 2025** and may be extended upon written mutual agreement. Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

Authorization

The signing of this MOU is a formal undertaking. The signatories and their representatives shall strive, to the best of their ability, to reach the objectives stated in this document.

Name: _____

*Shane Anderson, President
Board of Directors
Monterey Peninsula Regional Park District*

Date: _____

Name: _____

*Kelly Sorenson, Executive Director
Ventana Wildlife Society*

Date: _____