



# Memorandum of Understanding

Between

**Monterey Peninsula Regional Park District and Carmel River Watershed Conservancy**



This Memorandum of Understanding (MOU) establishes a five-year community partnership between the Monterey Peninsula Regional Park District, a special district sub-division of the State of California (MPRPD) and the Carmel River Watershed Conservancy, a California non-profit 501(c)3 organization (CRWC). Together, the parties enter this MOU to mutually promote academic success and educational, outdoor experiences for school-aged youth to adults.

## I. MISSION

The CRWC's mission is protection of natural resources that form the Carmel River Watershed including threatened species of steelhead and California red-legged frogs. The Conservancy balances environmental protection and the diverse needs of the community. This is accomplished by exemplifying integrity, inclusiveness, education and mutual respect.

The 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. MPRPD's vision is to be an inspirational, inclusive, respected, sustainable and a 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, MPRPD'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. MPRPD 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, the CRWC located at 225 Crossroads Blvd., Suite 322 Carmel CA 93923 and MPRPD's Environmental Education and Community Outreach Program will work in partnership to promote the following:

- 1) Plan and execute California Wildlife Day in March annually at MPRPD parks and conservation lands in recognition of the 2017 resolution proclaiming Spring Equinox of every year as California Wildlife Day;
- 2) Conduct Carmel River watershed education and conservation activities for the community with an emphasis on youth in grades K-12;
- 3) Administer Carmel River Watershed and other programs with MPRPD staff and CRWC Docents through the "Let's Go Outdoors!" guide.

The CRWC environmental programs focus on building and deepening connections between youth and the natural world. CRWC offers in-class instruction, coupled with site-based, hands-on environmental learning opportunities (primarily within MPRPD park lands) for both young people and adults, with a specific focus on the Carmel River Watershed. One of the primary goals of CRWC's educational programs is to inspire conservation and stewardship of the land and water within the Carmel River Watershed and to cultivate an inherent respect for the environment. CRWC serves K-12 (and some college) students in Monterey County and offers educational public tours to adults, in conjunction with MPRPD, to the former San Clemente Dam and other sites within the Carmel River Watershed.

During the term of this MOU, the CRWC staff will develop curriculum and implement programs and events based on the accessibility and appropriate use of MPRPD lands. This may include access to some MPRPD properties that are currently closed to the public and only accessible for educational purposes by permission.

Accordingly, MPRPD and CRWC, operating under this MOU, agree as follows:

### **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 party are:

Marie Butcher, Education Manager  
225 Crossroads Blvd., Suite 322  
Carmel, CA 93923  
831.915.2706  
greenheartworks@gmail.com

Jackie Nelson, Environmental Education Supervisor  
Monterey Peninsula Regional Park District  
PO Box 223340, Carmel, CA 93940  
831.372.3196, Ext. 109  
nelson@mprpd.org

The parties agree to the following responsibilities:

CRWC will:

- Provide all aspects of programming, except location, including but not limited to curriculum development, program materials/supplies, evaluations, and staff;
- Outreach to schools and recruit students and teachers for program involvement;
- Provide an end-of-year report on youth and programs to MPRPD staff and Board with statistical analysis of the collected programmatic data;
- Submit written invoices for transportation expense to bus underserved youth showing the amount due, program services and a detailed summary of the services that were

provided. CRWC shall submit the written invoices monthly following the fiscal calendar of July 1 – June 30. MPRPD will provide payment to CRWC within 30-days of receipt of the invoice;

- Offer Carmel River Watershed education tour and activities in the MPRPD *Let's Go Outdoors!* guide; and,
- Indemnify and hold 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 CRWC, its officers, agents, employees, and/or servants in connection with the Activity.

MPRPD will:

- Provide qualified staff support and site expertise;
- Assist in curriculum development;
- Provide access on MPRPD lands;
- Provide funding for transportation support at a minimum of \$3,000 (Three Thousand Dollars) annually for the term of this agreement;
- Support the Watershed and Dam Tours in the *Let's Go Outdoors!* guide including management of guide content, participant registration system and transportation with driver; and,
- Provide a site and volunteer coordination for California Wildlife Day.

MPRPD and CRWC will:

- Communicate effectively in support of program success;
- Coordinate the planning and execution of annual California Wildlife Day;
- Promote California Wildlife Day;
- Provide data or statistics, as needed; and,
- Mutually determine program scheduling.

#### IV. INSURANCE

General conditions pertaining to provision of insurance coverage by CRWC 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.** CRWC 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 CRWC 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.** CRWC 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 CRWC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CRWC hereby waives its own right of recovery against MPRPD, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **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 November 25, 2019 through June 30, 2024 and may be extended or modified upon written mutual agreement. Either party 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: \_\_\_\_\_  
*Rafael Payan, General Manager*  
*Monterey Peninsula Regional Park District*

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
*Abbie Beane, Executive Director*  
*Carmel River Watershed Conservancy*

Date: \_\_\_\_\_

Approved as to Form:  
Michael Whilden, Attorney for  
Monterey Peninsula Regional Park District