



This Memorandum of Understanding (MOU) establishes a community partnership between the Monterey Peninsula Regional Park District (MPRPD) and the Museum Foundation of Pacific Grove, Inc. DBA the Pacific Grove Museum of Natural History (PGMNH). Together, the parties enter this MOU to mutually promote academic success and educational, outdoor experiences for school-aged youth and the general public within our community.

I. MISSION

Pacific Grove Museum of Natural History's mission is to "inspire discovery, wonder, and stewardship of our natural world." PGMNH's vision is to inspire a diverse community to explore and conserve the natural and cultural wonders of the Central California Coast. The Museum Foundation of Pacific Grove, Inc. is a non-profit 501.c.3 organization that operates the Pacific Grove Museum of Natural History. The City Museum Board oversees the relationship between the Museum and the City of Pacific Grove who own the facility and the Museum's Collections. The PGMNH was founded in 1883 and has been accredited by the American Association of Museums since 1972, the first such institution in Monterey County.

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, the PGMNH, located at 165 Forest Avenue, Pacific Grove, CA 93950 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 provide environmental education and outreach support for each other.

Mutual goals include attending planning sessions for effective communication, providing data and statistics for visitation and program attendance as needed, coordination of

schedules, background checks for leaders, active participation in Environmental Education networks like Monterey Bay Environmental Educators, and supporting each other for community events.

Museum staff will deliver programming that will take place at both on and off-site locations including, but not limited to, various coastal locations, de Dampierre Park, Frog Pond Wetland Preserve, Garland Ranch Regional Park, and Palo Corona Regional Park. Programming will include educational programs such as: Let's Go Outdoors! Activities, Junior Naturalists, Watershed Guardians and supporting activities like volunteer and staff training. Museum staff will provide outreach support at MPRPD special events and communicate with MPRPD staff for other outreach opportunities that are relevant to both parties' mission.

MPRPD staff will provide access to MPRPD parks and facilities with coordination and logistics for site visits by Museum staff. MPRPD staff will provide outreach and networking support of free programming through the printed Let's Go Outdoors! Activity Guide, Environmental Education networks, special events, and other media outlets as they are relevant to both parties' mission.

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

Liese Murphree, Director of Education and Outreach
Pacific Grove Museum of Natural History
165 Forest Avenue, Pacific Grove, CA 93950
831.648.5716, Ext. 14
Murphree@pgmuseum.org

The organizations agree to the following responsibilities:

The PGMNH staff will continue to provide:

- 1) Collaborative program delivery on MPRPD sites;
- 2) support and communication of relevant program curriculum, equipment, supplies, and outreach efforts;
- 3) results of annual evaluations of the education programs reach and data collection;
- 4) Support a MPRPD community event;
- 5) One or more LGO! Program per season (two seasons in one year);
- 6) Be responsible for all damages to persons or property that occur as a result of PGMNH's or its officers, agents, and/or employees fault or negligence in connection with PGMNH's participation in the Activity; and

- 7) 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 PGMNH, its officers, agents, and/or employees in connection with the Activity.

The MPRPD staff will continue to provide:

- 1) access to parklands and facilities, including Frog Pond Wetland Preserve, Cachagua Community Park, Garland Ranch Regional Park and its units (Kahn, De Dampierre), and Palo Corona Regional Parks;
- 2) Provide qualified staff support and site expertise;
- 3) support for the coordination and logistics of field trips and transportation to MPRPD parks;
- 4) marketing and outreach support for field trips and teacher workshops;
- 5) listing of free Museum programs in the LGO! Activity Guide; and
- 6) Support a Museum community event.
- 7) 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
- 8) Indemnify and save harmless the PGMNH, 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 MPRPD, its officers, agents, and/or employees in connection with the Activity.

MPRPD and PGMNH will:

- 1) Attend planning sessions, as needed, and/or communicate effectively in support of program success.
- 2) Provide data or statistics, as needed.
- 3) Coordinate to determine program scheduling.
- 4) Background check 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.
- 5) Research and mutually support the development of the Monterey Bay Environmental Educators in the Monterey region including mentorship, professional training (formal and informal education), program integration, and outreach and advertisement.
- 6) 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 PGMNH 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 of 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.** PGMNH 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 PGMNH 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.** PGMNH 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 PGMNH or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. PGMNH 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 August 1, 2023, through June 30, 2026, and may be extended upon written mutual agreement. Either organization may terminate this MOU upon thirty (30) days' written notice without penalties or liabilities.

GOVERNING LAW

This MOU shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

ASSIGNMENT

Neither party shall assign or transfer interest in this MOU to any other party without written consent.

AUTHORITY

The Parties signing this MOU certify they have proper authorization to do so.

Name: _____ Date: _____
*Kathleen Lee, President
Board of Directors
Monterey Peninsula Regional Park District*

Name: _____ Date: _____
*Liese Murphree, Director of Education and Outreach
Pacific Grove Museum of Natural History*