

Memorandum of Understanding between Ventana Wildlife Society and Monterey County

This Memorandum of Understanding (MOU) establishes a partnership between Ventana Wildlife Society, hereinafter called “VWS” and Monterey County, working through Monterey County Free Libraries, hereinafter called “MCFL” or “the County.” The goal of this collaborative partnership is to provide field trips and library presentations to underserved youth who qualify for free or reduced cost lunch in Monterey County pursuant to the National School Lunch and School Breakfast Program. The field trips and library presentations are intended by the parties to connect youth to nature, and to increase their awareness and enjoyment of nature, so that they are more likely to become stewards of the environment.

I. PURPOSE & SCOPE

The mission of MCFL is to bring ideas, inspiration, information and enjoyment to Monterey County communities. MCFL is a network of information centers serving the diverse communities of Monterey County by offering opportunities for all to succeed. Communities served range from Big Sur to Pajaro and throughout the Salinas Valley to Bradley and Parkfield.

VWS is dedicated to the conservation of native wildlife and their habitats and focuses on four key areas: 1) education and outreach, 2) conservation ecology, 3) habitat restoration, and 4) species recovery. Through education and outreach, VWS has provided meaningful outdoor experiences to youth since 1992; half of these participants are underserved youth who attend free of charge through the generous support of VWS members and local foundations.

VWS is committed to providing meaningful outdoor experiences to youth regardless of their financial ability. MCFL is committed to providing recreational, cultural, social and educational resources for Monterey County residents. It is the intent of this MOU for VWS and MCFL to collaborate in providing meaningful field trip programs and library presentations for underserved youth.

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to field trips and library presentations that the parties provide to underserved youth.

II. TERM

The term of this MOU shall be June 1, 2017, to May 31, 2022. This MOU may be terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice by either party.

This MOU may be extended, by mutual agreement of the parties, on a year-by-year basis, to increase the term by no more than five (5) additional years. Such extensions, a maximum of five (5) of one year each, shall be implemented by formal amendment, executed by both parties.

III. PLANNED ACTIVITIES

Youth (ages 8-17 years) served are those that qualify for free or reduced cost school lunches pursuant to the National School Lunch and School Breakfast Program.

Initially, VWS will provide approximately three (3) fieldtrips per year entitled "Single Day Adventure." Single Day Adventures are one-day programs for underserved youth between the ages of 8-17. Until December 2018, VWS has funding to take these groups to the Big Sur region, which may include locations such as Palo Corona Regional Park, Andrew Molera State Park, and other properties. These one-day programs may be scheduled, for groups of 13-26 youth, and within a time frame as mutually agreed to by the parties. The actual number of programs offered will depend on the availability and schedules of both parties. Programming beyond 2018 is contingent on funding.

IV. ROLES AND RESPONSIBILITIES UNDER THIS MOU

a. VWS shall undertake the following activities:

- VWS provides the staff, consisting of trained naturalist with experience working with youth and a youth volunteer under the age of 18 years, and transportation for the field trip programs with pick up and drop off at a prearranged location. Transportation shall generally consist of a 15 passenger van but transportation may be in other vehicles, as mutually agreed upon by the parties. All 15-passenger vans and any other vehicle that VWS uses to transport its staff, a youth volunteer and participants will be operated by drivers who have valid Class B licenses in good standing, issued by the California Department of Motor Vehicles.
- VWS will notify MCFL staff as far in advance as possible regarding program cancellations and any pick-up, drop off, scheduling or other significant changes. These notifications shall be provided to the MCFL staff member designated by MCFL to be in charge of the field trip, as well as the branch manager of the branch hosting the field trip by phone and/or email. VWS will use vans and vehicles for youth transportation that comply with commercial vehicle standards; VWS vans shall pass annual California Highway Patrol maintenance inspections, shall be well maintained, and shall be insured for liability to passengers as specified below. All VWS staff who will perform services pursuant to this MOU have been or will be required to successfully meet the requirements of a background check. A background check, for purposes of this MOU is VWS' utilization of LiveScan notifications as described in <https://oag.ca.gov/fingerprints>. VWS will provide County with a letter stating the names of VWS staff who will be providing services pursuant to this MOU and VWS's statement that these individuals

have met the requirements of the background check within ten (10) days before a scheduled field trip. VWS shall provide an insurance certificate, annually, naming MCFL as additional insured upon request. (Please see VI. Insurance Requirements for more detail).

- VWS will provide blank registration forms and parent letters to MCFL, attached as Exhibits A and B, respectively.
- VWS, may, in its discretion, host information session(s) of approximately an hour long at an MCFL branch for educational purposes and/or to support recruitment of youth participants. VWS will provide staff to conduct these information sessions. The information sessions may include a photo slide show and Question & Answer sessions for families before a field trip takes place. The time and place of information sessions will be coordinated with MCFL.
- In case of a wait list for a particular field trip, VWS may (1) schedule a second field trip on a different date for those on the wait list, or (2) provide an additional van for transportation sufficient to transport those on the wait list on the scheduled date of the field trip.
- VWS will be responsible for youth from the time of pick up until drop off. VWS staff and library staff will cooperate to confirm that responsibility for supervision has been transferred.

b. MCFL shall undertake the following activities:

- MCFL will collaborate with VWS to set mutually agreeable date(s) for the field trip(s).
- MCFL will provide a suitable pick up /drop off location, typically an MCFL branch.
- MCFL will contact underserved youth who qualify for free or reduced lunch, pursuant to the National School Lunch and School Breakfast Program, to enroll a minimum of five (5) and a maximum of thirteen (13) youth, either 8 to 12 years old, or 13-17 years old to attend the field trips.
- MCFL will assist with advertising the field trips by posting flyers at MCFL library branches, and on the MCFL website and social media pages.
- MCFL will distribute the VWS registration form attached to this MOU as Exhibit A, in English or in Spanish as appropriate, will collect the registration forms signed by participant children's parents or guardians and will notify parents/guardians of field trip cancellations or changes.
- Once youth are registered for the field trips, MCFL will distribute a site-specific parent letter, which includes details of the field trip including drop off and pick up times, a template of which is attached as Exhibit B. MCFL will collect signed registration forms before the field trip.

- MCFL will create a roster for participants/parents for sign-in and sign-out on the day of the field trip.
- MCFL will finalize the roster 1 week prior to the fieldtrip date and provide notice of the final roster to the VWS staff.
- MCFL will retain a copy of the roster and the signed registration forms attached as Exhibit A, and will give the original roster and original signed registration forms to the VWS group leader on the day of the field trip.
- MCFL will be responsible for youth during the time before pick up and after drop off. VWS staff and library staff will cooperate to confirm that responsibility for supervision has been transferred.

V. FUNDING

This MOU does not include the reimbursement or payment of funds between the two parties. The parties shall bear their own costs in performing the duties assigned to them by this MOU.

VI. INSURANCE REQUIREMENTS

Evidence of Coverage

Prior to commencement of this MOU, VWS shall provide a "Certificate of Insurance" certifying that the coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, VWS upon request shall provide a certified copy of the policy or policies.

The verification of coverage shall be sent to the County's Contract/Purchasing Department, unless otherwise directed. VWS shall not receive a "Notice to Proceed" with the work under this MOU until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of VWS.

Qualifying Insurers

All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best Key Rating Guide or company of equal financial stability that is approved by the County Purchasing Manager.

Insurance Coverage Requirements

Without limiting VWS's duty to indemnify, VWS shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premise and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposal modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. *(Note: any proposal modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if VWS employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease. *(Note: any proposal modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code) in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors of omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, VWS shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

Other Requirements:

All insurance requirements by this MOU shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VWS completes its performance of services under this MOU.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for VWS and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance form each subcontractor showing each subcontractor has identical insurance coverage of the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds, in respect to liability arising out of the VWS work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the VWS' insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobiles Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this MOU by the County, VWS shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that VWS has in effect the insurance required by this MOU. VWS shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this MOU, which shall continue in full force and effect.

VWS shall at all times during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by the County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify VWS and VWS shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by VWS to maintain such insurance is a default of this MOU, which entitles the County, at its sole discretion, to terminate this MOU immediately.

VII. INDEMNIFICATION

- a. VWS shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishings or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with VMS's performance of this MOU, unless such claims, liabilities, or losses arise out of sole negligence or willful misconduct of the County. "VMS's performance" includes VMS's action or inaction and the action or inaction of VMS' officers, employees, agents and subcontractors.
- b. The above-stated obligation to indemnify, defend, and hold harmless survive the termination of the MOU and extend to the expiration of the statute of limitations applicable to claims arising out of this MOU.

VIII. Miscellaneous

- a. Amendment. This MOU may be amended or modified only by an instrument in writing signed by the County and VWS.
- b. Waiver. Any waiver of any terms and conditions of this MOU must be in writing and signed by the County and VWS. A waiver of any of the terms and conditions of this MOU shall not be construed as a waiver of any other terms or conditions in this MOU.
- c. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this MOU shall be in the Superior Court of California, Monterey County.
- d. Construction of MOU. The County and VWS agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment to this MOU.
- e. Authority. Any individual executing this MOU on behalf of the County or VWS represents and warrants hereby that he or she has requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- f. Integration. This MOU, including the exhibits, represent the entire MOU between the County and VWS with respect to the subject matter of this MOU and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and VWS as of the effective date of this MOU, which is the date that the County signs the MOU.

IX. SIGNATURES

Ventana Wildlife Society (VWS)

By:

 4/18/2017

Kelly Sorensen
Executive Director
Ventana Wildlife Society

Date:

County of Monterey (The County)

By:

Jayanti Addleman
Library Director/County Librarian
Monterey County Free Libraries

Date:

Approved as to form:

Rebecca M. Cenicerros, Deputy County Counsel

Date:
