

MEMORANDUM OF UNDERSTANDING
Between
Resource Conservation District of Santa Cruz County
And
DEPARTMENT OF PARKS AND RECREATION
Santa Cruz District
Regarding
Natural Resource Enhancement Projects in Santa Cruz County

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Resource Conservation District of Santa Cruz County (RCDSCC) and the California Department of Parks and Recreation, Santa Cruz District (CDPR).

II. PURPOSE

The purpose of this MOU is to formalize the partnership between the RCDSCC and CDPR to complete natural resource enhancement projects on CDPR lands in Santa Cruz County. This MOU documents RCDSCC and CDPR responsibilities in a mutually beneficial undertaking to develop and maintain healthy and resilient terrestrial and aquatic ecosystems on CDPR lands.

III. BACKGROUND

- A. RCDSCC** serves as a local hub for conservation, connecting people with the technical, financial, and educational assistance they need to conserve and manage natural resources. The RCDSCC sphere of influence covers all of the 388,480 acres of Santa Cruz County, including all of the State Parks in the county.
- B. CDPR** manages over 60,000 acres in over 30 units within Santa Cruz and San Mateo counties. These units consist of state parks, state reserves, state beaches and state historical parks.
- C. Both parties** to this agreement recognize that current conditions in many terrestrial and aquatic ecosystems on CDPR lands in Santa Cruz County have been negatively impacted by past land use and that implementing natural resource enhancement projects in a collaborative manner will improve ecosystem function and resilience.

IV. AUTHORITY

- A. RCDSCC Authority.** Resource Conservation Districts are non-regulatory special districts established under Division 9 of the California Public Resources Code for the purpose of addressing local resource conservation needs.
- B. CDPR Authority.** The management of California's State Park System is guided by the State constitution, the applicable codes of California Law, proclamations, executive orders, the California Code of Regulations (CCR), Department Notices and policies of the California State Park and Recreation Commission. Management policy must be consistent with these authorities and with their appropriate delegation.

Public Resources Code (PRC) Division 1, Chapter 1, Article 1 and Division 5, Chapter 1, Article 1 provide general authority to the Department to administer, protect, develop and interpret the lands of the State Park System.

V. PRINCIPLES OF AGREEMENT

A. CDPR Agrees To:

1. Authorize RCDSCC and its contractors access to CDPR lands for the purposes of project planning and implementation.
2. Serve as a collaborating partner in working with the RCDSCC to assist with:
 - a. The long-term protection, management, restoration and maintenance of various natural resources and resource values within RCDSCC and Santa Cruz District administrative boundaries.
 - b. The completion of the Fall Creek Truck Trail and Aptos Truck Trail/Buzzard Lagoon Forest Health Projects.
 - c. The completion of the Aptos Creek Streamwood Enhancement Project.
3. Undertake other agreed upon projects, tasks, or initiatives.

B. RCDSCC Agrees To:

1. Provide written or verbal notification 24 hours in advance of entering CDPR lands for the purposes of project planning or implementation.
2. Serve as a collaborating partner in working with CDPR to assist with:
 - a. The long-term protection, management, restoration and maintenance of various natural resources and resource values within the RCDSCC and Santa Cruz District administrative boundaries.
 - b. The completion of the Fall Creek Truck Trail and Aptos Truck Trail/Buzzard Lagoon Forest Health Projects.
 - c. The completion of the Aptos Creek Streamwood Enhancement Project.
2. Undertake other agreed upon projects, tasks, or initiatives.

C. The RCDSCC and CDPR Mutually Agree To:

1. Collaborate in the long-term protection and administration of natural resources and resource values in administrative boundaries of the RCDSCC and CDPR.

2. Seek opportunities to coordinate, share, and/or combine resources to serve the mission and purpose of both the RCDSCC and CDPR.
3. The completion of the Fall Creek Truck Trail and Aptos Truck Trail/Buzzard Lagoon Forest Health Projects.
4. The completion of the Aptos Creek Streamwood Enhancement Project.
5. Meet annually to assess the effectiveness in meeting the intent of this MOU and propose, as necessary, modifications to this MOU.
6. Enter into agreements, supplemental to this MOU, when necessary or otherwise appropriate, regarding the implementation of agreed upon projects, tasks, or initiatives.

VI. OTHER PROVISIONS

A. Limits of Authority and Funding

1. Nothing in this MOU will be construed as limiting or affecting in any way the respective authorities or legal responsibilities of the CDPR or the RCDSCC.
2. Nothing in this MOU binds the CDPR or the RCDSCC to perform beyond the respective authority of each.
3. Nothing in this MOU requires any party to assume or expend any sum in advance of appropriations available.
4. The mission requirements, funding, personnel, and other priorities of either the CDPR or the RCDSCC may affect the ability of either party to fully implement all the items and opportunities identified in this MOU.
5. This MOU is neither a fiscal nor funds obligation document. Specific activities that involve the transfer of money, services, or property between the parties will require execution of separate agreement or contract.
6. Nothing in this MOU restricts the CDPR or RCDSCC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
7. RCDSCC and CDPR retain the sole decision-making authority for public lands and resources it administers.
8. Activities conducted under this MOU will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (PL 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with the regulations of 7 CFR 15, Subparts A and B, which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.

9. **Amendment of Agreement.** Amendments or supplements to this MOU may be proposed by either the CDPR or RCDSCC and shall become effective upon written approval of both parties.
10. **Dispute Resolution.** The CDPR and RCDSCC will attempt to resolve controversies through alternative dispute resolution methods that are mutually acceptable to both parties. Methods may include, but are not limited to, fact-finding, mediation, and non-binding arbitration.
11. **Termination of Agreement.** This agreement will remain in force for 10 years from the date of execution. The CDPR or RCDSCC may terminate their participation in this MOU at any time through written notification to the other party at least 30 days prior to termination.
12. **Effective Date of Agreement.** This MOU shall become effective as soon as signed by authorized representatives for the CDPR and RCDSCC.

VII. CONTACTS

DPR District Superintendent

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 303 Big Trees Park Road
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RCDSCC Board President

Jim McKenna

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 820 Bay Ave Suite 136
 Capitola, CA 95010
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VIII. APPROVALS

The Parties hereto have executed this agreement as of the last date shown below.

 Chris Spohrer
 Santa Cruz District Superintendent
 CA Department of Parks and Recreation

 Date

 Jim McKenna
 Board President
 Resource Conservation District of Santa Cruz County

 Date