

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY PENINSULA REGIONAL PARK DISTRICT
AND
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL MARINE FISHERIES SERVICE
SOUTHWEST FISHERIES SCIENCE CENTER (SWFSC)

Agreement No. SWC-XXX

ATTACHMENT 1

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the Monterey Peninsula Regional Park District (MPRPD) and the NMFS Southwest Fisheries Science Center (SWFSC), through which MPRPD agrees to allow SWFSC to establish, operate, and maintain up to three steelhead monitoring stations along the Carmel River channel, on the property known as the Rancho Canada Unit of Palo Corona Regional Park (PCRP). The purpose of these stations is to monitor the movements of tagged steelhead in the Carmel River, as part of a larger effort to evaluate limiting factors on the threatened Carmel River steelhead population.

II. BACKGROUND

The mission of the SWFSC is to generate the scientific information necessary for the conservation and management of the Southwest Region's living marine resources. The SWFSC is the research arm of NOAA's National Marine Fisheries Service in the Southwest Region. National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service (NMFS) is the federal agency responsible for managing, conserving and protecting living marine resources in inland, coastal, and offshore waters of the United States, including managing West Coast fisheries for salmon and steelhead and promoting conservation and recovery of threatened and endangered fish.

Center scientists conduct marine biological, economic and oceanographic research, observations and monitoring of living marine resources and their environment. Center scientists also conduct research on the impacts of environmental variability and climate change on marine ecosystems and on fishery and conservation socio-economics. The ultimate goal of these scientific efforts is to ensure that the region's marine and anadromous fish, marine mammal, marine turtle, seabird, and invertebrate populations remain at sustainable and healthy levels, as functioning parts of their ecosystem and to enhance the quality of life for the public. Responsibilities include maintaining healthy fish stocks for commercial, recreational and subsistence fishing; conserving and recovering populations of protected species; sustaining ecosystem services; and coordinating with domestic and international organizations to implement and monitor fishery agreements and treaties.

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 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.

The MPRPD 5-year Strategic Plan (2015-2020) provides guidance in the implementation of the MPRPD's strategic goals and objectives. A strategic goal supported by this agreement is

Stewardship of Parks and Open Space through Land Use and Conservation Planning, which among other things highlights the opportunity to become a national leader in natural resources preservation, conservation, and restoration. An objective of this goal is to enhance preservation and conservation of endangered species. Another strategic goal supported by this agreement is *Collaborative Partnerships*, wherein MPRPD will pursue and may enter appropriate agreements with other governmental jurisdictions to advance MPRPD's mission, including for performing scientific research and monitoring on MPRPD properties.

The SWFSC has been developing collaborative relationships with local partners in the Carmel River basin since 2013, with a focus on scientifically informing the management of the Carmel River steelhead population. The Carmel River steelhead population is a component of South-Central California Coast steelhead (*Oncorhynchus mykiss*), which is currently listed as a Threatened Distinct Population Segment of steelhead under the US Endangered Species Act. On 20 March 2017, SWFSC entered into SWFSC Agreement No. SWC-156 with California American Water Company, an agreement for funding and implementation of steelhead fishery conservation measures and annual report. With this funding SWFSC has been conducting tagging studies in the Carmel River and annually assessing the state of the fishery until the summer of 2021. The tagging studies benefit from the establishment of electronic steelhead monitoring stations at various locations along the river, which detect the passage of tagged steelhead.

III. AUTHORITY

The authorities for Monterey Peninsula Regional Park District and NMFS Southwest Fisheries Science Center to enter into this agreement are:

(1) the Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq., authorizing NOAA (a) to provide assistance to, and cooperate with Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, and in carrying out other measures necessary to effectuate the purposes of the Act; (b) to make surveys and investigations of the wildlife of the public domain, including lands and waters or interests therein acquired or controlled by any agency of the United States; (c) and to accept donations of land and contributions of funds in furtherance of the purposes of the act.

(2) Programmatic Authorities: SWFSC's programmatic authority includes the Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq.; and the Endangered Species Act, 16 U.S.C. § 1531 et seq.

IV. MPRPD RESPONSIBILITIES UNDER THIS MOU

MPRPD will allow SWFSC to establish, operate, and maintain at least two, and up to three steelhead monitoring stations on the Rancho Canada Unit along and in the channel of the Carmel River, as more fully described in Attachment B hereto.¹

¹ "Proposal for NMFS Southwest Fisheries Science Center to establish steelhead monitoring stations on the Rancho

MPRPD states that this agreement does not constitute any endorsement of, convey any support for, or any allegiance with the activity being conducted by SWFSC.

V. NOAA RESPONSIBILITIES UNDER THIS MOU

SWFSC agrees to limit the activities of establishing, operating and maintaining the stations to the personnel list in Attachment B, or subsequent updates to the personnel list provided to MPRPD as necessary. All personnel will have appropriate training and will be employees either of SWFSC, UC Santa Cruz, or Monterey Peninsula Water Management District.

SWFSC agrees to comply with special instructions issued by MPRPD for establishment, operation, and maintenance of the stations during the term of the agreement, provided that the special instructions can be handled in accordance with applicable laws, regulations, and procedures.

SWFSC agrees to limit activities of personnel to the stated purpose of the agreement.

SWFSC agrees that the agreement is non-transferable and does not allow anyone not on the agreement access to the park for purposes other than those stated.

SWFSC agrees to be responsible for providing on-site first-aid resources for any and all accidents or injuries to the listed personnel involved in establishing, operating or maintaining the stations.

SWFSC agrees to inform all listed personnel of the terms and conditions of the permit.

VI. FUNDING

MPRPD and NOAA SWFSC each will budget to the extent possible for the resources required to meet their obligations as established by this Agreement. Subject to availability of appropriated funds and personnel, MPRPD and NOAA SWFSC will cover their responsibilities under this Agreement.

This Agreement does not authorize the transfer of funds between the parties.

VII. INDEMNIFICATION

The Federal Government agrees to promptly consider and adjudicate any and all claims that may arise out of this Agreement resulting from the actions of the Government, duly authorized representatives, affiliates, or contractors of the Government, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, the Federal Employees Compensation Act, 5 U.S.C. § 8101 *et seq.*, or such other Federal legal authority as may be pertinent.

SWFSC states that the Government is self-insured.

VIII. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on July 31, 2021, but may be amended or extended at any time by mutual written consent of the parties.

IX. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing 30 days written notice to the other party.

X. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

XI. CONTACTS

The program contacts of each part of this agreement are:

Steve Lindley
Southwest Fisheries Science Center, NMFS
110 McAllister Way
Santa Cruz, CA 95060
Phone: 831-420-3921
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Rafael Payan
Monterey Peninsula Regional Park District
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E-mail: Payan@mprpd.org

The administrative contacts of each part to this agreement are:

Kate Achilles
Southwest Fisheries Science Center, NMFS
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Santa Cruz, CA 95060
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Jackie Nelson
Monterey Peninsula Regional Park District
Mailing Address: P.O. Box 223340, Carmel, CA 93922
Physical Address: 4860 Carmel Valley Road, Carmel, CA 93923
Phone: 831-372-3196 x 109
E-mail: nelson@mprpd.org

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

XII. SIGNATURES

Rafael Payan
General Manager
Monterey Peninsula Regional Park District

Date

Kristen C. Koch
Science and Research Director
Southwest Fisheries Science Center
U.S. Department of Commerce

Date