

**Los Cerritos Wetlands Authority**

**Date:** July 1, 2021

**To:** Governing Board Members

**From:** Sally Gee, Project Manager

**Through:** Mark Stanley, Executive Officer

**Subject:** Item 11: Consideration of a resolution authorizing execution of Long-term Memorandum of Agreements for the Los Cerritos Wetland Stewardship Program with the A) Los Cerritos Wetlands Land Trust, B) El Dorado Audubon, and C) Aquarium of the Pacific.

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**RECOMMENDATION:** That the Los Cerritos Wetlands Authority (LCWA) authorize execution of Long-term Memorandum of Agreements for the Los Cerritos Wetland Stewardship Program with the A) Los Cerritos Wetlands Land Trust, B) El Dorado Audubon, and C) Aquarium of the Pacific.

**PROJECT DESCRIPTION:** LCWA has been able to successfully implement the Los Cerritos Wetlands Stewardship Plan (LCWSP) (2014; 2018) as a result of partnerships with the Los Cerritos Wetlands Land Trust (LCWLT), El Dorado Audubon, and Aquarium of the Pacific through Memorandum of Agreements (MOAs). These MOAs are highly beneficial for allowing public access into the Los Cerritos Wetlands and the public becoming active participants in stewardship activities. Without the MOAs, the LCWA does not have staff to administer, manage and implement public programs, or sufficient time to allow public access into the Los Cerritos Wetlands.

This resolution would approve entering long-term MOAs with the above three Stewardship Partners (Exhibit A – LCWLT, Exhibit B – Audubon, Exhibit C – AOP) to continue to implement the goals of the LCWSP, including, promoting community involvement through environmental education, maintenance, restoration, and monitoring of the wetlands. Past MOAs have helped to establish the procedures and communications to conduct stewardship programming on LCWA property, and these long-term agreements maintain those established procedures. The terms of the MOAs would be effective by the date of execution going forward unless and until it is terminated by either party or amended. Parties of the MOAs may for any reason terminate the MOAs by providing prior notification.

Stewardship organization abide standards established by the LCWA. LCWA set conditions for administration, which are:

1. Any public events must be consistent with all applicable access agreements,
2. The MOAs will be at no cost to the LCWA,
3. The MOAs must meet all insurance and liability provisions that may be recommended by LCWA legal counsel.
4. The entity has a proven ability to render such services.

Each Stewardship partner conducts various programming on the Los Cerritos Wetlands.

- A. The LCWLT engages in community education activities, including tours of the property owned by the LCWA, to inform groups and individuals about the value of the Los Cerritos Wetlands ecosystem, and participates in clean-up and other restoration measures involving the public.

The LCWLT sponsors three different monthly guided tours around the wetlands on the first Saturday of every month, which have been popular with community members. Those include the Raptor Rumble, Heron Hike, and Turtle Trek. In addition, the LCWLT have supported summer educational fieldtrips to the wetlands for youth through the Be SAFE Program, as well as habitat restoration and monitoring throughout the wetlands.

- B. El Dorado Audubon leaders have extensive experience and knowledge in bird identification and have collected data for Los Cerritos Wetlands through bird walks since 2009. Further, their long-term goal is to provide experienced and knowledgeable Audubon staff to be part of the comprehensive educational wetland programs to share the importance of wetlands with the community.

El Dorado Audubon hosts two bird walks per month on the wetlands and have uploaded their data on E-bird. They tour the Hellman site on the second Saturday of each month, and the Zedler Marsh site on the fourth Saturday of each month.

- C. The Aquarium coordinates and conducts the Sea Turtle Monitoring Citizen Science Program in partnership with the LCWA, Tidal Influence, California State University, Long Beach, and NOAA Fisheries, which promotes and provides leadership in conservation and educates the community so they may appreciate wetland habitat conservation and become stewards of the Los Cerritos Wetlands.

The Aquarium hosts monthly Sea Turtle Monitoring events on the first Saturdays of each month as part of a community science program. Additionally, the Aquarium has supplied complementary tickets to the Aquarium for raffle to volunteers at the LCWA's monthly habitat restoration events.

**BACKGROUND:** The Stewardship partners are highly qualified to provide educational programming services including organizing and engaging the community, distributing information for habitat restoration events to the public at-large, and are leaders who represent the LCWSP.

The LCWA entered a MOA with the LCWLT in 2012 (LCWA Resolution 12-04) and amended it in 2016 (LCWA Resolution 16-04) to implement the LCWSP. The LCWLT has been successfully engaging the community, leverage funding for the LCWSP, and providing services for public tour/nature walks since 2012.

The LCWA entered a MOA with El Dorado Audubon in 2012 and amended it in 2016 to implement the LCWSP. El Dorado Audubon has been successfully engaging the community, leveraging funding and volunteers for the LCWSP, and providing services for bird walks since 2012.

The LCWA entered a MOA with the Aquarium of the Pacific in 2013 and amended it in 2016 to implement the LCWSP. The Aquarium of the Pacific has been engaging the community, leveraging funding and research for the LCWSP, and providing services for sea turtle monitoring since 2013.

**FISCAL:** This MOA will not incur any costs to the LCWA, nor the LCWSP. The Stewardship Partners are responsible for providing for themselves any equipment needed for stewardship or educational purposes.

**MEMORANDUM OF AGREEMENT****LOS CERRITOS WETLANDS LAND TRUST****AND****THE LOS CERRITOS WETLANDS AUTHORITY****2021**

WHEREAS, the Los Cerritos Wetlands Land Trust of Long Beach and Seal Beach (LCWLT) is a non-profit organization incorporated under the laws of the State of California, organized for the specific purposes of, but are not limited to: the preservation of the Los Cerritos Wetlands and associated watershed for scientific, historic, educational, ecological, recreational, scenic or open space opportunities with the intent of increasing wetland biodiversity and environmental quality; and

WHEREAS, the LCWLT engages in community education activities, including tours of the property owned by the Los Cerritos Wetlands Authority (LCWA), to inform groups and individuals about the value of the Los Cerritos Wetlands ecosystem, and participates in clean-up and other restoration measures involving the public; and

WHEREAS, the LCWA was established as a joint powers authority formed by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (CLB) and City of Seal Beach (CSB) to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance, operation, and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation; and

WHEREAS, the LCWA adopted the Los Cerritos Wetlands Stewardship Program (LCWSP) on December 14, 2011 to promote community involvement with environmental education, maintenance, restoration, and monitoring of the wetland areas owned by the LCWA; and

WHEREAS, this Memorandum of Agreement (MOA) provides the LCWLT with the authorization to enter into all LCWA properties in order for the LCWLT to conduct and implement the LCWSP; and

WHEREAS, the LCWLT has provided a Regular Scheduled Activities document which includes a complete list of opportunities the public can participate in and more importantly indicates the dates and times the LCWLT will be accessing LCWA properties. Also the LCWLT continues to update their online calendar <http://lcwlandtrust.org/>; and

WHEREAS, the LCWLT obtained the necessary easements, access, and rights of entry for entering into all the necessary properties to conduct their programs; and

WHEREAS, the LCWLT and the LCWA (hereinafter referred collectively to as the “Parties”) have a mutual interest in the implementation of the LCWSP which will promote and provide leadership in conservation and educate its members and the community so they may appreciate wetland habitat conservation and become stewards of the Los Cerritos Wetlands; and

NOW THEREFORE the Parties, each acting through duly authorized officers, enter into the following Memorandum of Agreement:

**I. IT IS MUTUALLY AGREED:**

- A. Parties agree to this MOA and are authorized to enter into this MOA for implementation of the Los Cerritos Wetlands Stewardship Program.
- B. LCWLT has provided the LCWA with all the necessary insurance and liability provisions as recommended by legal counsel which includes: the LCWLT shall continuously maintain a comprehensive general liability insurance policy with at least \$1,000,000 per claim and \$1,000,000 aggregate, which shall name the LCWA, its officers, board members, employees, representatives and agents as additional insured. Such comprehensive general liability insurance shall insure against any claims arising out of or associated with the LCWLT’s operation and use of the LCWA properties, including but not limited to, claims for personal injury, death, and damage to real or personal property. LCWLT shall maintain such insurance and liability provisions continuously while this MOA is in full force and effect, and shall provide confirmation that such policies remain in effect upon request by LCWA at any time during the term of this MOA.
- C. The Parties agree to send a representative to the quarterly LCW Partners Meeting and attend the LCWA Board Meetings and to provide updates on their ongoing public programs. In addition, the parties agree to provide updates at each of the quarterly LCWA Board Meetings with written and oral reports.
- D. The Parties agree that all inquiries, authorizations and permissions to enter LCWA properties can only be granted by the LCWA Property Manager or the LCWA Stewardship Coordinator in compliance with the LCWSP. The LCWLT does not have the authority to grant permissions of this MOA to a third party to enter and use the LCWA properties.
- E. The Parties agree that all work contemplated under this MOA must be consistent with the terms of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by the LCWLT. Should there be any conflicts between the terms and conditions of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by the LCWLT, the terms and conditions of the LCWA joint powers authority agreement shall control first, followed by the LCWSP, followed by the LCWLT bylaws.
- F. The term of the MOA shall be effective upon the last date of any Party to execute this MOA and shall be in effect from that date going forward unless and until it is terminated by either party, or superseded by agreement.
- G. No alteration or variation of the terms of this MOA shall be valid unless made in a written amendment to this MOA and signed by the parties hereto and no oral understanding or agreement incorporated herein shall be binding on any of the parties hereto.

- H. Either Party to this MOA may for any reason terminate this MOA by providing written notification 30 days prior to termination.
- I. Coordination and communications between the LCWLT and LCWA will be clear, concise and consistent in order to effectively implement the LCWSP and avoid conflicts of scheduled tours, educational programs and other uses of the site. LCWLT and the LCWA Stewardship Coordinator will communicate (email, voicemail or written notification) on a weekly basis or when necessary regarding upcoming events. This information will be mutually shared with all the LCWA Partners, including El Dorado Audubon and the Aquarium of the Pacific and other local organizations or individuals wishing to access the LCWA properties. All communications with other groups and individuals will first be conducted via the LCWA Stewardship Coordinator.
- J. Neither the LCWA nor any officer, agent or consultant thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the LCWLT under or in connection with any work, authority or jurisdiction conferred upon the LCWLT and arising under this MOA. It is understood and agreed that the LCWLT shall fully defend, indemnify and save harmless the LCWA and all its officers, agents or consultants from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWLT under this MOA.
- K. Neither the LCWLT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCWA under or in connection with any work, authority or jurisdiction conferred upon by the LCWA and arising under this MOA. It is understood and agreed that LCWA shall fully defend, indemnify and save harmless the LCWLT and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWA under this MOA.

## **II. Responsibilities of the Parties**

### **A. Los Cerritos Wetlands Land Trust:**

1. Can pursue funding from state, federal and local grants and from private funding sources, which will contribute to community-based restoration programs with opportunities for public participation and foster stewardship of the Los Cerritos Wetlands and will fully implement the LCWSP. Further, the LCWA will provide the LCWLT with the necessary Letters of Commitment and Support for any grants submitted.
2. Act as the fiscal agent and administer grants if awarded with a provision that the LCWA Project Manager will have oversight and final decisions for management of all grants awarded. Quarterly Reports/Expenditures, Invoices, changes to the Work Program, Schedule and Budget will require review by the LCWLT Project Manager assigned to administer the grant and the LCWA Project Manager. Final approval will be required by the LCWA Project Manager before submitting any documents to the Granting Agency.

3. Must retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available to the LCWA at all reasonable times during the term of the grant and for three years following the termination or completion of any grants completed during the life of this MOA. LCWA or any duly authorized representative of the joint powers authority shall have access to any books, records, and documents of the LCWLT that are pertinent to this MOA for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
4. Develop a work program that is consistent with the LCWSP within 30 days of grants awarded. The work program will require final approval by the LCWA Project Manager before submitting to the Granting Agency.
5. Update the LCWLT website and online calendar at <http://www.lcmlandtrust.org/index.html> in order to publicize all LCWA and LCWLT upcoming public events.
6. Perform all work in accordance with all policies, procedures, practices, and standards of the LCWA.
7. Obtain prior approval of the LCWA for any educational tours or stewardship activities, including tour leaders and their credentials.
8. Ensure the safety of all volunteers involved with the LCWSP and have all volunteers sign the attached Liability Waiver every time volunteers access the LCWA properties. These liability waiver forms must be scanned and emailed to the LCWA Stewardship Coordinator and the LCWA Project Manager on a quarterly basis.
9. Coordinate with the LCWA Stewardship Coordinator on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
10. Undertake no stewardship activities without the supervision of an ecologist approved by the LCWA.
11. Share with the LCWA with any biological data or other information that might be collected during activities.
12. Will not incur any costs to the LCWA and its Stewardship Program. Will be responsible for providing for itself any equipment needed for stewardship or educational purposes.

**B. Los Cerritos Wetlands Authority:**

1. Provide LCWLT with the necessary keys to enter all LCWA properties.
2. Provides in kind services through staff resources, operating costs, printing, postage, office supplies, rent and telephone services, not to exceed \$500 in value, annually.

3. Coordinate with the LCWLT on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
4. Updated and kept current the LCWSP as necessary. Additionally these updates will be distributed directly to the President of the LCWLT to allow for timely implementation of these updates in their program.
5. Apply for and retain all necessary regulatory permits such as Coastal Development Permits and obtain right of entry permits for implementation of the Stewardship Program.
6. Provide oversight and final decisions for management of all grants awarded.

This Memorandum of Agreement constitutes the entire Agreement between Los Cerritos Wetlands Authority and the Los Cerritos Wetlands Land Trust and may be modified only by further written Agreement between the parties hereto.

**For the Los Cerritos Wetlands Land Trust**

Signed: \_\_\_\_\_  
John Fries, President

Date \_\_\_\_\_

**For the Los Cerritos Wetlands Authority**

Signed: \_\_\_\_\_  
Mark Stanley, Executive Officer

Date \_\_\_\_\_



**MEMORANDUM OF AGREEMENT****EL DORADO AUDUBON****AND****LOS CERRITOS WETLANDS AUTHORITY****2021**

WHEREAS, The El Dorado Audubon was established as a California Chapter of the National Audubon Society for the conservation of native birds and their habitats, provide leadership in conservation and educates its members and the community so they may appreciate birds and participate in the society's conservation efforts; and

WHEREAS, The Los Cerritos Wetlands Authority (LCWA) was established as a joint powers authority formed by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance, operation, and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation; and

WHEREAS, the LCWA adopted the Los Cerritos Wetlands Stewardship Program (LCWSP) on December 14, 2011 to promote community involvement with environmental education, maintenance, restoration, and monitoring of the wetland areas owned by the LCWA; and

WHEREAS, El Dorado Audubon leaders have extensive experience and knowledge in bird identification and have collected data for Los Cerritos Wetlands tours since 2009. Further the long term goal is to provide experienced and knowledgeable Audubon staff to be part of the comprehensive educational wetland programs to share the importance of wetlands and Los Cerritos Wetlands in particular with the community; and

WHEREAS, this Memorandum of Agreement (MOA) provides El Dorado Audubon with the authorization to enter into all LCWA properties in order for El Dorado Audubon to conduct and implement the LCWSP. Further El Dorado Audubon is a named insured on the LCWA liability insurance policy; and

WHEREAS, the El Dorado Audubon has provided a Regular Scheduled Activities document which includes a complete list of opportunities the public can participate in and more importantly indicates the dates and times the El Dorado Audubon will be accessing LCWA properties; and

WHEREAS, El Dorado Audubon has obtained the necessary rights of entry for entering into all the necessary properties to conduct their programs; and

WHEREAS, El Dorado Audubon and the LCWA (hereinafter referred collectively to as the "Parties") have a mutual interest in the implementation of the LCWSP which will promote and provide leadership in conservation and educate its members and the community so they may appreciate wetland habitat conservation and become stewards of the Los Cerritos Wetlands; and

NOW THEREFORE the Parties, each acting through duly authorized officers, enter into the following Memorandum of Agreement:

**I. IT IS MUTUALLY AGREED:**

- A. The Parties agree to this MOA and are authorized to enter into this MOA for implementation of the Los Cerritos Wetlands Stewardship Program.
- B. The Parties agree to send a representative to the quarterly LCW Partners Meeting and attend the LCWA Board Meetings and to provide updates on their ongoing public programs. In addition, the parties agree to provide updates at each of the quarterly LCWA Board Meetings with written and oral reports.
- C. The Parties agree that all inquiries, authorizations and permissions to enter LCWA properties can only be granted by the LCWA Property Manager or the LCWA Stewardship Coordinator in compliance with the LCWSP. El Dorado Audubon does not have the authority to grant permissions of this MOA to a third party to enter and use the LCWA properties.
- D. The Parties agree that all work contemplated under this MOA must be consistent with the terms of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by El Dorado Audubon. Should there be any conflicts between the terms and conditions of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by El Dorado Audubon, the terms and conditions of the LCWA joint powers authority agreement shall control first, followed by the LCWSP, followed by the El Dorado Audubon bylaws.
- E. The term of the MOA shall be effective upon the last date of any Party to execute this MOA and shall be in effect from that date going forward unless and until it is terminated by either party, or superseded by agreement.
- F. No alteration or variation of the terms of this MOA shall be valid unless made in a written amendment to this MOA and signed by the parties hereto and no oral understanding or agreement incorporated herein shall be binding on any of the parties hereto.
- G. Either Party to this MOA may for any reason terminate this MOA by providing written notification 60 days prior to termination.
- H. Coordination and communications between El Dorado Audubon and LCWA will be clear, concise and consistent in order to effectively implement the LCWSP and avoid conflicts of scheduled tours, educational programs and other uses of the site. El Dorado Audubon and the LCWA Stewardship Program Coordinator will communicate (email, voicemail or written notification) at least monthly or when necessary regarding upcoming events. This information will be mutually shared with all the LCWA Partners, including Los Cerritos Wetlands Land Trust (LCWLT), Aquarium of Pacific and other local organizations or individuals wishing to access the LCWA properties. All communications with other groups and individuals will first be conducted via the LCWA Stewardship Coordinator.
- I. Coordination and communications between El Dorado Audubon and LCWA for uses of the Los Cerritos Wetlands area will be monthly in order to avoid conflicts of scheduled tours, educational programs and other uses of the site.

- J. Neither the LCWA nor any officer, agent or consultant thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by El Dorado Audubon under or in connection with any work, authority or jurisdiction conferred upon El Dorado Audubon and arising under this MOA. It is understood and agreed that El Dorado Audubon shall fully defend, indemnify and save harmless the LCWA and all its officers, agents or consultants from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the El Dorado Audubon under this MOA.
- K. Neither El Dorado Audubon nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCWA under or in connection with any work, authority or jurisdiction conferred upon by the LCWA and arising under this MOA. It is understood and agreed that LCWA shall fully defend, indemnify and save harmless El Dorado Audubon and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWA under this MOA.

## **II. Responsibilities of each of the Parties**

### **A. El Dorado Audubon**

1. Develop a work program that is consistent with the LCWSP within 30 days if grants are awarded. The work program will require final sign-off by the LCWA Project Manager before submitting to the Granting Agency.
2. Update El Dorado Audubon website and online calendar at <http://eldoradoaudubon.org/events> to publicize all LCWA and El Dorado Audubon upcoming public events.
3. Perform all work in accordance with all policies, procedures, practices, and standards that the LCWA would normally follow.
4. Obtain prior approval of the LCWA for any educational tours or stewardship activities, including tour leaders at least 1-month in advance of the events.
5. Ensure the safety of all volunteers involved with the LCWSP and have all volunteers sign the attached Liability Waiver every time volunteers access the LCWA properties. These liability waiver forms must be provided to the LCWA Stewardship Coordinator and the LCWA Project Manager on a quarterly basis.
6. Coordinate with the LCWA Stewardship Coordinator on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site at least 1-month in advance.
7. Will keep data collected current and updated on e-Bird.
8. Provide personal binoculars, computers, camera equipment and any other equipment necessary for the implementation of the Stewardship Program.

9. Provide in kind operating costs, printing, postage, office supplies, rent and telephone services, and will not incur any costs to the LCWA and its Stewardship Program.

#### **B. Los Cerritos Wetlands Authority**

1. Provide El Dorado Audubon with the necessary keys to enter all LCWA properties.
2. Provide in kind operating costs, printing, postage, office supplies, rent and telephone services not to exceed \$500 in value, annually.
3. Coordinate with the El Dorado Audubon on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
4. Update and keep current the LCWSP as necessary. Additionally, these updates will be distributed directly to the President and the Conservation Chair of El Dorado Audubon to allow for a timely implementation of these updates in their program.
5. Provide a link on the LCWA's website for El Dorado Audubon and a description of the organization in order to promote the stewardship work El Dorado Audubon does throughout southern California.
6. Apply for and retain all necessary regulatory permits such as Coastal Development Permits and obtain right of entry permits for implementation of the Stewardship Program.
7. Provide oversight and final decisions for management of all grants awarded.
8. Suggest activities suitable for the El Dorado Audubon when appropriate.

This Memorandum of Agreement constitutes the entire Agreement between Los Cerritos Wetlands Authority and El Dorado Audubon and may be modified only by further written Agreement between the parties hereto.

#### **For the El Dorado Audubon**

Signed: \_\_\_\_\_  
Mary Parsell, President

Date \_\_\_\_\_

**For the Los Cerritos Wetlands Authority**

Signed: \_\_\_\_\_  
Mark Stanley, Executive Officer

Date \_\_\_\_\_

**MEMORANDUM OF AGREEMENT****AQUARIUM OF THE PACIFIC****AND****THE LOS CERRITOS WETLANDS AUTHORITY****2021**

WHEREAS, the Aquarium of the Pacific (hereinafter referred to as the Aquarium) is a non-profit organization with a mission to instill a sense of wonder, respect, and stewardship for the Pacific Ocean, its inhabitants, and ecosystems and a vision to create an aquarium dedicated to conserving and building Natural Capital (Nature and Nature's services) by building Social Capital (the interactions between and among peoples); and

WHEREAS, the Aquarium coordinates and conducts the Sea Turtle Monitoring Citizen Science Program (see attached) in partnership with the Los Cerritos Wetlands Authority (LCWA), Tidal Influence, California State University, Long Beach, and NOAA Fisheries on the property owned by the LCWA; and

WHEREAS, the LCWA was established as a joint powers authority formed by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance, operation, and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation; and

WHEREAS, the LCWA adopted the Los Cerritos Wetlands Stewardship Program (LCWSP) on December 14, 2011 to promote community involvement with environmental education, maintenance, restoration, and monitoring of the wetland areas owned by the LCWA; and

WHEREAS, this Memorandum of Agreement (MOA) provides the Aquarium with the authorization to enter into all LCWA properties in order for the Aquarium to conduct and implement the Sea Turtle Monitoring Citizen Science Program.

WHEREAS, the Aquarium has provided a Regular Scheduled Activities document which includes a complete list of opportunities the public can participate in and more importantly indicates the dates and times the Aquarium will be accessing LCWA properties; and

WHEREAS, the Aquarium obtained the necessary easements, access, and rights of entry for entering into all the necessary properties to conduct their program; and

WHEREAS, the Aquarium and the LCWA (hereinafter referred collectively to as the "Parties") have a mutual interest in the implementation of the Sea Turtle Monitoring Citizen Science Program which will promote and provide leadership in conservation and educate its members and the community so they may appreciate wetland habitat conservation and become stewards of the Los Cerritos Wetlands; and

NOW THEREFORE the Parties, each acting through duly authorized officers, enter into the following Memorandum of Agreement:

**I. IT IS MUTUALLY AGREED:**

- A. Parties agree to this MOA and are authorized to enter into this MOA for implementation of the Sea Turtle Monitoring Citizen Science Program.
- B. The Aquarium has provided the LCWA with all the necessary insurance and liability provisions as recommended by legal counsel which includes: the Aquarium shall continuously maintain a comprehensive general liability insurance policy with at least \$1,000,000 per claim and \$2,000,000 aggregate, which shall name the LCWA, its officers, board members, employees, representatives and agents as additional insured. Such comprehensive general liability insurance shall insure against any claims arising out of or associated with the Aquarium's operation and use of the LCWA properties, including but not limited to, claims for personal injury, death, and damage to real or personal property. The Aquarium shall maintain such insurance and liability provisions continuously while this MOA is in full force and effect, and shall provide confirmation that such policies remain in effect upon request by LCWA at any time during the term of this MOA.
- C. The Parties agree to send a representative to the quarterly LCW Partners Meeting and attend the LCWA Board Meetings, and to provide updates on their ongoing public programs. In addition, the parties to agree to provide updates at each of the quarterly LCWA Board Meetings with written and oral reports.
- D. The Parties agree that all inquiries, authorizations and permissions to enter LCWA properties can only be granted by the LCWA Property Manager or the LCWA Stewardship Coordinator in compliance with the LCWSP. The Aquarium does not have the authority to grant permissions of this MOA to a third party to enter and use the LCWA properties.
- E. The Parties agree that all work contemplated under this MOA must be consistent with the terms of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by the Aquarium. Should there be any conflicts between the terms and conditions of the LCWA joint powers authority agreement, LCWSP, and the bylaws established by the Aquarium, the terms and conditions of the LCWA joint powers authority agreement shall control first, followed by the LCWSP, followed by the Aquarium bylaws.
- F. The term of the MOA shall be effective upon the last date of any Party to execute this MOA and shall be in effect from that date going forward unless and until it is terminated by either party, or superseded by agreement. This MOA is essential to meet the LCWA's goals set forth in the Los Cerritos Wetlands Stewardship Program and meets the LCWA's programmatic objectives of providing for a thriving wetlands ecosystem.
- G. No alteration or variation of the terms of this MOA shall be valid unless made in a written amendment to this MOA and signed by the parties hereto and no oral understanding or agreement incorporated herein shall be binding on any of the parties hereto.
- H. Either Party to this MOA may for any reason terminate this MOA by providing written notification 30 days prior to termination.

- I. Coordination and communications between the Aquarium and LCWA will be clear, concise and consistent in order to effectively implement the LCWSP and avoid conflicts of scheduled tours, educational programs and other uses of the site. The Aquarium and LCWA Stewardship Coordinator will communicate (email, voicemail or written notification) on a monthly basis or when necessary regarding upcoming events. This information will be mutually shared with all the LCWA Partners, including the Los Cerritos Wetlands Land Trust and El Dorado Audubon and other local organizations or individuals wishing to access the LCWA properties. All communications with other groups and individuals will first be conducted via the LCWA Stewardship Coordinator.
- J. Neither the LCWA nor any officer, agent or consultant thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the Aquarium under or in connection with any work, authority or jurisdiction conferred upon the Aquarium and arising under this MOA. It is understood and agreed that the Aquarium shall fully defend, indemnify and save harmless the LCWA and all its officers, agents or consultants from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Aquarium under this MOA.
- K. Neither the Aquarium nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCWA under or in connection with any work, authority or jurisdiction conferred upon by the LCWA and arising under this MOA. It is understood and agreed that LCWA shall fully defend, indemnify and save harmless the Aquarium and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by the LCWA under this MOA.

## **II. RESPONSIBILITIES OF THE PARTIES**

### **A. Aquarium of the Pacific:**

- 1. Can pursue funding from state, federal and local grants and from private funding sources, which will contribute to community-based restoration programs with opportunities for public participation and foster stewardship of the Los Cerritos Wetlands and will fully implement the LCWSP. Further, the LCWA will provide the Aquarium with the necessary Letters of Commitment and Support for any grants submitted.
- 2. Act as the fiscal agent and administer grants if awarded with a provision that the Aquarium Project Manager and the LCWA Project Manager are Co-PIs and the Aquarium Project Manager will have oversight and final decisions for management of all grants awarded to the Sea Turtle Citizen Science Program. Quarterly Reports/Expenditures, Invoices, changes to the Work Program, Schedule and Budget will require review by the Aquarium and LCWA Project Managers.



3. Develop a work program that is consistent with the LCWSP within 30 days if grants are awarded. The work program will require final sign-off by the Aquarium Project Manager before submitting to the Granting Agency.
4. Provide up to 50 complimentary tickets for admission to the Aquarium of the Pacific to the Stewardship Program for volunteer rewards and incentives, annually. Update the Stewardship Program website and Aquarium online calendar to publicize all LCWA and Aquarium upcoming public events.
5. Perform all work in accordance with all policies, procedures, practices, and standards of the LCWA.
6. Obtain prior approval of the LCWA for any educational tours or stewardship activities, including tour leaders and their credentials.
7. Ensure the safety of all volunteers and have all volunteers sign the Liability Waiver, provided by the Aquarium prior to their first session on LCWA properties.
8. Coordinate with the LCWA Stewardship Coordinator on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
9. Undertake no stewardship activities without the supervision of a biologist approved by the LCWA.
10. Share with the LCWA any biological data or other information that might be collected during activities.
11. Will not incur any costs to the LCWA and its Stewardship Program. Will be responsible for providing for itself any equipment needed for stewardship or educational purposes.

**B. Los Cerritos Wetlands Authority:**

1. Provide Aquarium with the necessary keys/combinations to enter the LCWA properties and facilities.
2. Provide storage space for Aquarium equipment and materials necessary to perform research activities associated with the Sea Turtle Monitoring Citizen Science Program.
3. Coordinate with the Aquarium on announcements of scheduled tours, educational programs and other uses of the site in order to avoid conflicting uses of the site.
4. Update and keep current the LCWSP as necessary. Additionally these updates will be distributed directly to the Aquarium Program Manager to allow for timely implementation of these updates in their program.
5. Apply for and retain all necessary regulatory permits such as Coastal Development Permits and obtain right of entry permits for implementation of the Sea Turtle Monitoring Citizen Science Program.

This Memorandum of Agreement constitutes the entire Agreement between Los Cerritos Wetlands Authority and the Aquarium of the Pacific and may be modified only by further written Agreement between the parties hereto.

**For the Aquarium of the Pacific**

Signed: \_\_\_\_\_  
Peter Kareiva, President and CEO

Date \_\_\_\_\_

**For the Los Cerritos Wetlands Authority**

Signed: \_\_\_\_\_  
Mark Stanley, Executive Officer

Date \_\_\_\_\_

**Sea Turtle Monitoring Citizen Science Program\***

**Synopsis:** The Sea Turtle Monitoring Citizen Science Program at the Los Cerritos Wetlands enables citizens to collect important baseline data and see first-hand the connection between a charismatic and endangered marine species, the Los Cerritos Wetlands, the ocean, and our urban influence. Originally funded by the Aquarium of the Pacific's Marine Conservation Research Institute, the program now consists of more than 60 citizen science volunteers. The program has been collecting data since October 2012.

**Goal:** *To improve estimates of the total number of individuals and determine areas most highly frequented in order to better understand the population dynamics of Pacific green sea turtles in the San Gabriel River, while simultaneously inspiring citizens to consider our connection to this endangered species throughout our watersheds.*

**Location/Date/times:** Monitoring sessions take place at 10 stations along the San Gabriel River bike trail (between PCH and 7<sup>th</sup> St) the first Saturday of every month from 9a-9:30a. Volunteers are asked to arrive around 8:15a at the dirt lot off Westminster (DWP Light) where they are directed to park on the side of the dirt road.

**Partners:** *Aquarium of the Pacific, Los Cerritos Wetlands Authority, Tidal Influence, NOAA Fisheries, and California State University, Long Beach.*

*\*This program, schedule and tasks may require revisions and updates as necessary but these revisions are only approved by the LCWA Property Manager. Note: The number of volunteers has grown substantially. NOAA has expressed interest in adding an afternoon session. The Aquarium is still working out the logistics, but these shifts would also take place the first Saturday of the month.*

July 1, 2021 – Item 11

RESOLUTION 2021 – 10

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY  
AUTHORIZING EXECUTION OF LONG-TERM MEMORANDUM OF AGREEMENTS  
FOR THE LOS CERRITOS WETLANDS STEWARDSHIP PROGRAM WITH THE  
A) LOS CERRITOS WETLANDS LAND TRUST,  
B) EL DORADO AUDUBON, AND  
C) AQUARIUM OF THE PACIFIC

WHEREAS, the Los Cerritos Wetlands Authority has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, the LCWA has acquired certain properties which will require active stewardship; and

WHEREAS, the LCWA had adopted a Los Cerritos Wetlands Stewardship Program; and

WHEREAS, this action will authorize execution of long-term Memorandum of Agreements for the Los Cerritos Wetlands Stewardship Program with the A) Los Cerritos Wetlands Land Trust, B) El Dorado Audubon, and C) Aquarium of the Pacific; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

Therefore be it resolved that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS staff report dated July 1, 2021.
4. AUTHORIZES execution of long-term Memorandum of Agreements for the Los Cerritos Wetlands Stewardship Program with the A) Los Cerritos Wetlands Land Trust, B) El Dorado Audubon, and C) Aquarium of the Pacific.

~ End of Resolution ~

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY  
On July 1, 2021

\_\_\_\_\_  
LCWA Board Chair

ATTEST:

\_\_\_\_\_  
David Edsall, Jr.  
Deputy Attorney General