

MEMORANDUM OF UNDERSTANDING BETWEEN

OPAL CLIFFS RECREATION DISTRICT

AND

THE COUNTY OF SANTA CRUZ DEPARTMENT OF PARKS, OPEN SPACE, AND CULTURAL SERVICES

This Memorandum of Understanding (“MOU”) is entered into on 12/2/2019, 2019 (“Effective Date”) between Opal Cliffs Recreation District (“District”), and the County of Santa Cruz Department of Parks, Open Space, and Cultural Services, (“County Parks”) (together the “Parties”, individually a “Party”).

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to establishing a framework for a sustainable partnership between the Parties so mutual support may continue and prosper. This MOU will define and set out the general obligations of the Parties and other applicable provisions. This MOU is intended to outline the Parties’ general understandings of how the MOU will proceed. This MOU is not an offer or agreement to perform or to provide services to any other party or third party and does not reflect an agreement or intention to form or operate as a partnership or joint venture or to bind any party or third party in any way.

II. BACKGROUND

- a. The District was established in 1949 and is a public agency. The District is a California special district in Santa Cruz County that owns and operates Opal Cliffs Park (“Park”).
- b. The District mission is to maximize and provide public beach access to Opal Cliffs Park, a small neighborhood park located between Santa Cruz and Capitola CA., at 4524 Opal Cliff Drive in Santa Cruz.
- c. The County Parks mission is to provide safe, well-designed and maintained parks, and a wide variety of recreational and cultural opportunities for our diverse community.
- d. The collaboration between District and County Parks is an opportunity to maximize public beach access and recreational opportunities while responsibly managing and maintaining the Opal Cliff Park’s blufftop and beach accessway and amenities.
- e. Both Parties agree that it would be beneficial to clarify roles and responsibilities, in protecting and maximizing the public’s ability to safely access the coast.

III. TERM OF THE MOU

This MOU will be effective on the date above. Either party may terminate this MOU with a 90-day written notice to the other. If terminated, District will resume all responsibility for Opal Cliffs Park, District’s administrative support and park programming. The District will reimburse County Parks for any outstanding amount owed at the time of termination.

IV. JOINT RESPONSIBILITIES UNDER THIS MOU

- a. Foster a strong and cooperative relationship between District and County Parks in support of each other's missions and in collaboration of efforts to leverage resources, meet community needs and maximize outcomes.
- b. Work cooperatively and strive to achieve shared goals and objectives as defined in the County Strategic Plan.
- d. Work cooperatively toward compliance with California Coastal Commission's requirements of the California Coastal Act and the County's Local Coastal Program.
- e. Partner on projects, specifically development, that is mandated and/or supportive of Coastal Commission objectives.
- f. Collaborate on planning for areas that are both coterminous and/or concurrent in jurisdiction.
- g. Work cooperatively to pursue potential funding through grants, bonds, i.e. Proposition 68, per capita programs, park district funding, impact fees, encroachment fees, etc.
- h. Work together to plan and promote special events, programs and services that provide a revenue stream to cover costs for both District and County Parks.

V. DISTRICT RESPONSIBILITIES UNDER THIS MOU

- a. District shall:
 - 1. Authorize County Parks' use of the District property for construction and installation of a new gate and associated infrastructure;
 - 2. Apply for grants or other financing options to update infrastructure / pay for maintenance of the park and other administrative expenses.
 - 3. Provide use of Opal Cliff Park for no more than 10 annual events at no cost; revenues received will go towards continued maintenance or capital improvements of the park.
 - 4. Agree to maintain free public beach access from dawn to dusk daily, maintaining open gates approximately one-half hour prior to sunrise and one-half hour after sunset.
 - 5. Continue to provide and incur all costs associated with basic operation of the blufftop park and beach accessway, i.e. maintenance, utilities and insurance.

VI. COUNTY PARKS RESPONSIBILITIES UNDER THIS MOU

- a. County Parks shall:
 - 1. Plan, construct and install gate and its associated infrastructure;
 - 2. Provide support to District for opening and closing of gate during seasonal open access hours;
 - 3. Provide administrative support for meetings and Brown Act compliance or other public meeting act requirements;
 - 4. Charge District for administrative support, i.e. staff time, supplies; and
 - 5. In cooperation with District, provide special events that comply with California Coastal Commission policies, do not prevent public access and promote increased use of Opal Cliff Park by all visitors.

VII. GOOD FAITH

- a. The Parties agree to work in good faith to fulfill the objectives of this MOU.

- b. The Parties agree to provide each other the opportunity to take corrective actions or to exercise the ability to resolve any matters that may arise during the term of this MOU.
- c. The Parties agree to have regular communications to ensure mutual success.

VIII. MISCELLANEOUS PROVISIONS

- a. Integration. This MOU represents the entire and integrated agreement between the Parties. It is expressly agreed that all the terms and conditions of this MOU are included herein, and no verbal agreements of any kind shall be binding upon the Parties. As used herein, MOU refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This MOU supersedes any prior written or oral representations, discussions, understandings, and all other representations and agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof.
- b. Modifications. Any modifications or amendments to this MOU shall be in writing and signed by both Parties' authorized representatives. Said modifications or amendments become effective upon approval by the Board of Supervisors.
- c. No relationship of employer and employee is created by this MOU between the Parties, it being understood that the Parties shall act hereunder as independent agencies. This MOU is not intended to, nor shall be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.
- d. Each of the Parties to this MOU shall immediately notify the other of any litigation of claim asserted by or against either Party regarding this MOU.
- e. All records and reports prepared in the performance of this MOU shall be maintained by each Party. The Parties agree to comply with all applicable laws concerning the maintenance and disclosure of records and reports prepared in the performance of this MOU.
- f. This MOU shall be subject to the laws of the State of California. The exclusive venue to enforce or resolve a dispute related to this MOU shall be the Superior Court, County of Santa Cruz.
- g. If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- h. Headings herein are for the convenience of reference only and shall in no way affect interpretation of the MOU.
- i. Both Parties shall maintain liability insurance coverage to cover any claim of liability arising out of the performance of any activity, responsibility, or duty pursuant to this MOU. The County shall maintain its own liability coverage through self-insurance. District shall maintain its own liability insurance coverage, which shall include Commercial General Liability and Workers' Compensation Insurance, as required by State of California, and shall have limits of no less than \$1,000,000.00 per occurrence.
- j. By signing this MOU, each signatory warrants and represents that they executed this MOU in their authorized capacity and that by their signature on this MOU, they or the entity upon behalf of which they acted, executed this MOU.

- k. Notices: All notices, requests, demands, or other communications under this MOU shall be in writing.
- l. Drug Free Workplace: District, its Board of Directors, employees, volunteers, affiliates, and agents shall comply with the County's policy of maintaining a drug-free workplace. Neither District, its Board of Directors, employees, volunteers, affiliates, and agents shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, at any County facility or work site.
- m. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- n. The obligations of this MOU, which by their nature would continue beyond the termination on expiration of the MOU, including without limitation, the obligations regarding Indemnification (Section IV below), shall survive termination or expiration.

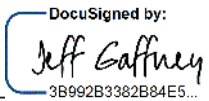
IV. INDEMNIFICATION

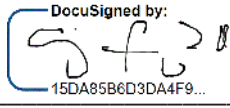
To the fullest extent permitted by law, District shall hold harmless, defend and indemnify the County of Santa Cruz, its Board of Supervisors, County Parks, and their employees, volunteers, affiliates, and agents from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees, incurred as a result of District's performance of its responsibilities pursuant to this MOU.

Santa Cruz County Parks and Opal Cliffs Recreation District indicate agreement with this MOU by their signatures:

SANTA CRUZ COUNTY PARKS

OPAL CLIFFS RECREATION DISTRICT

By:  3B992B3382B84E5...

By:  15DA85B6D3DA4F9...

Jeff Gaffney Parks Director

Augie Dent Board Member

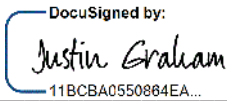
Printed Name & Title

Printed Name & Title

12/2/2019 Date

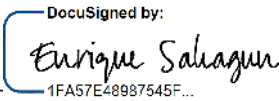
12/2/2019 Date

APPROVED AS TO FORM:

 11BCBA0550884EA...

Justin Graham
By: _____
County Counsel

APPROVED AS TO INSURANCE:

 1FA57E48987545F...

By: Enrique Sahagun
County Risk Management

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: MOU Opal Cliffs final

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Parks Department

AutoNav: Enabled

2633 Camino Ramon Ste 500

Envelopeld Stamping: Enabled

San Ramon, CA 94583

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jennifer.mead@co.santa-cruz.ca.us

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Parks Department

Location: DocuSign

11/18/2019 1:58:46 PM

jennifer.mead@co.santa-cruz.ca.us

Signer Events

Justin Graham

justin.graham@santacruzcounty.us

Security Level: Email, Account Authentication (None)

Signature

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Justin Graham
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Signature Adoption: Pre-selected Style

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Signed: 11/19/2019 5:40:20 PM

Electronic Record and Signature Disclosure:

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Enrique Sahagun

enrique.sahagun@santacruzcounty.us

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Augie Dent

augie.dent@gmail.com

Board Member

Hacienda Homes LLC

Security Level: Email, Account Authentication (None)

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Augie Dent
15DA85B6D3D44F9...

Signature Adoption: Drawn on Device

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Signed using mobile

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Resent: 12/2/2019 8:51:07 AM

Viewed: 12/2/2019 8:51:23 AM

Signed: 12/2/2019 10:43:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jeff Gaffney

jeff.gaffney@santacruzcounty.us

Security Level: Email, Account Authentication (None)

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Jeff Gaffney
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Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Signed using mobile

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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