

**Memorandum of Understanding among
California Natural Resources Agency, California Department of Parks and Recreation,
and Resources Legacy Fund**

This Memorandum of Understanding (MOU) is made and entered into by the State of California, Natural Resources Agency (Agency), the State of California, Department of Parks and Recreation (Department), and Resources Legacy Fund (RLF). Each is sometimes referred to individually as a "Party," and collectively as the "Parties."

Recitals

- A. Agency is charged with advancing its mission to restore, protect, and manage the state's natural, historical, and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration, and respect for all the communities and interests involved.
- B. Department's mission is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation. A critical component of the Department's mission is the management of 279 park units that comprise California's State Park System (State Park System).
- C. RLF is an independent 501 (c)(3) nonprofit organization that is a donor-driven enterprise focused on lasting conservation results. RLF delivers outcomes that improve environmental sustainability in Western North America as well as in oceans and fisheries worldwide. RLF achieves large-scale conservation outcomes, engaging changing urban communities as well as established conservation constituencies, business leaders, and policy officials. RLF is receiving funding from charitable organizations to support its obligations under this MOU.
- D. The State Park System provides important recreational experiences for Californians and visitors, protects California's natural and cultural resources, and contributes to California's economy.
- E. The Parties entered into a Memorandum of Understanding for the Parks Forward Initiative on June 3, 2013 wherein the Agency and Department sought RLF's assistance in coordinating a collaborative effort led by the multidisciplinary independent Parks Forward Commission (Commission), with the support of the Agency and Department, to complete an assessment of the State Park System and to develop and implement a new vision and long-term plan for a financially sustainable State Park System that meets the needs of California's growing and changing population.
- F. The Commission adopted its final plan on February 6, 2015. The plan called for a fundamental transformation of the Department, a rededication to working with park partners, and an expansion of park access to reach all Californians, and set forth key tasks to be implemented during the next two years to set a course for achieving the Commission's 2025 vision of a reinvigorated California park experience through a new park model.
- G. In anticipation of the Commission's release of its final plan, Agency and Department leadership formed a Transformation Team to commence a state parks transformation process. The Transformation Team prepared a Transformation Action Plan (Latest Draft 4-20-15)

(Transformation Plan) to guide its transformation effort. The Transformation Plan includes a desired future state or vision for the Department and state parks, as well as a set of strategic goals for the transformation, and 31 specific initiatives for achieving those goals through January 2017.

- H. The Commission has reviewed the Transformation Plan and has determined that, subject to additional detail to be developed by the Transformation Team respecting the Initiative's priority actions, timelines, and milestones, the Transformation Plan aligns with the Parks Forward two year implementation tasks.
- I. RLF has been asked to coordinate philanthropic support for the Parks Forward two year implementation action plan through the Transformation Team's implementation of the Transformation Plan and other activities.
- J. Through this MOU, the Parties intend to memorialize their agreement to pursue the objectives and activities described herein.

Agreements

Now, therefore, in consideration of the foregoing recitals, the Parties hereby agree as follows:

A. Objectives

In this MOU, the Parties agree to use their best efforts to ensure the successful, timely implementation of the Parks Forward two year implementation plan through the Transformation Team's implementation of the Transformation Plan and other activities.

- B. **Commitments of the Parties.** Each of the Parties will exercise its best efforts to coordinate with each other to fulfill the objectives of this MOU and its commitments under this MOU, including the following commitments:

1. Agency Commitments

- a. The Secretary will consult with the Department Director to monitor the status of achieving the objectives of this MOU.
- b. The Agency will provide the senior policy-level full-time staff position for the Transportation Team lead.
- c. The Agency will provide additional staff and direction as necessary to fulfill the Agency's commitments under this MOU.

2. Department Commitments

- a. The Director will engage with, provide leadership and oversight, and support the work necessary to achieve the objectives of this MOU.
- b. The Department will dedicate senior level and support staff to undertake the work needed to achieve the objectives of this MOU.
- c. The Department will coordinate with RLF to engage outside expertise needed to achieve the objectives of this MOU.

3. RLF Commitments

- a. RLF will obtain, coordinate, and administer philanthropic investments that have been secured by RLF for the purpose of fulfilling the objectives of this MOU through January 2017.
- b. Subject to available funding, upon recommendation and concurrence of the Director and Transformation Team leader, RLF will contract with qualified experts and consultants to provide the services and undertake the activities needed to supplement the Department's staff to achieve the objectives of this MOU. Contracts entered into by RLF under this paragraph will direct the consultant to the Transformation Team leader for substantive direction under the contract and to RLF for questions and issues related to administration of the contract.
- c. RLF will support the Agency's and Department's efforts to raise sufficient public funds, engage key constituencies and stakeholders, outreach to key decision makers, and provide strategic support to achieve the objectives of this MOU.
- d. RLF will be responsible for coordinating with its charitable funders.

C. Accountability and Reporting

1. The Parties acknowledge that any charitable funds provided by RLF under this MOU in support of achieving the objectives of this MOU are conditioned on each Party's continued fulfillment of its commitments in this MOU.
2. The Agency, Department, and RLF will meet at least three times each year to review the progress of the Parties in meeting the objectives of this MOU.
3. The Department and RLF will meet monthly to review the progress of the Parties in meeting the objectives of this MOU. RLF and Department will work together to develop, at least one week prior to each monthly meeting, an agenda detailing topics for discussion at such meeting. Regular topics of discussion expected to be addressed at each monthly meeting include:
 - a. RLF will provide an update on the status of charitable funds available to support the objectives of this MOU. This will include: (1) a list of the current outside experts retained for this effort including a short summary of each expert's scope of work and the term of the agreement; (2) a list of any additional agreements RLF anticipates entering into in the coming month to support the objectives of this MOU, for which RLF will seek the Department's input; and (3) relevant conditions imposed upon RLF by charitable funders for commitment of funding to achieve the objectives of this MOU.
 - b. Department will provide an update on the status of actions undertaken by the Transformation Team to implement the Transformation Plan, including prioritization of and progress on initiatives, accomplishments, work underway, updated schedule, public funding status, anticipated additional funding needs, any material changes made to the Transformation Plan, and other related items.
 - c. Department and RLF will discuss the status of work undertaken under agreements entered into by RLF using charitable funds to support achievement of the objectives of this MOU.
 - d. Department and RLF will provide an update on the additional efforts each Party has undertaken, as well as needs identified, to achieve the objectives of this MOU.

4. Each Party will promptly notify in writing all other Parties if a Party determines that any of the commitments made in this MOU are not likely to be met. The notification shall be accompanied by a written proposal to address the delay or shortfall.

D. Miscellaneous Agreements

1. Good Faith

The Parties agree to work in good faith to fulfill the objectives of this MOU. Nothing in this MOU will be construed as obligating the Agency or Department to expend funds, or for the future payment of money, in excess of appropriations authorized by law.

2. Amendment

Neither this MOU nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.

3. Entire Agreement

This MOU constitutes the entire understanding among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the Parties with respect to the subject matter hereof, whether oral or written.

4. Severability

If a court of competent jurisdiction determines that a provision included in this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOU and the balance of this MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOU with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

5. Counterparts

This MOU and any amendment thereto may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

6. Assignment

None of the Parties may assign any rights granted by this MOU without prior written approval of the other Parties, which approval may be granted or withheld in any Party's reasonable discretion.

7. Effective Date and Term

This MOU shall become effective upon the last date of any Party to execute this MOU, and shall be in effect from that date through January 2017, unless it is terminated pursuant to Section D.8. below or extended through an amendment pursuant to Section D.2. above.

8. Termination and Exclusive Remedy

Any Party may withdraw from this MOU, but only after thirty (30) days written notice to the other Parties and after a good faith attempt to resolve the issue prompting the withdrawal.

Upon the withdrawal of any Party, this MOU shall terminate. The only remedy to any Party for a breach of the MOU shall be termination of this MOU pursuant to this Section.

9. No Partnership or Fiduciary Relationship

Nothing in this MOU shall be deemed to create a partnership or any other trust relationship between the Parties, it being expressly understood and agreed that the Parties' obligations hereunder are not fiduciary in nature.

10. Authorization

Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.

In witness whereof, the Parties have caused this MOU to be executed by their duly authorized representatives.

State of California, Natural Resources Agency



John Laird
Secretary
State of California, Natural Resources Agency

Date: 06/22, 2015

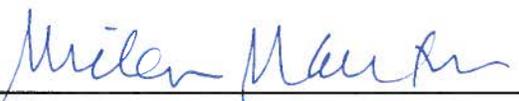
State of California, Department of Parks and Recreation



Lisa Mangat
Director
State of California, Department of Parks and Recreation

Date: June 10, 2015

Resources Legacy Fund



Michael A. Mantell
President
Resources Legacy Fund

Date: June 23, 2015