

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE CALIFORNIA DEPARTMENT OF FISH AND GAME**  
**And THE REEF CHECK FOUNDATION**  
**Regarding**  
**REEF CHECK CALIFORNIA**

**RECITALS**

**WHEREAS**, the Foundation is an independent 501(c)(3) non-profit corporation registered in California, whose proposed "Reef Check California Program" would educate, train, and engage ocean users in the collection of scientifically sound data on California's nearshore rocky reefs;

**WHEREAS**, the Foundation's outreach activities also address the public education goals outlined in the Marine Life Management Act, the Marine Life Protection Act (MLPA) and the Ocean Protection Council Five-Year Strategic Plan;

**WHEREAS**, Reef Check California could fill data gaps, provide information for adaptive management of living marine resources, and generate important baselines to assist the Department's Marine Life Protection Program;

**WHEREAS**, the Department considers the Reef Check California Monitoring Protocol (**Exhibit A**) to be methodologically sound and compatible with its existing monitoring methods and data sets;

**WHEREAS**, further, the Department considers the Reef Check California Training Course and Quality Assurance and Quality Control Procedures (**Exhibit B**) to be of sufficient rigor and intensity to equip participants to provide scientifically valid and defensible data;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Parties agree as follows:

**1.0. GENERAL PROVISIONS**

**1.1. Authority.** This MOU is entered into by the Department, pursuant to Fish and Game Code Sections 1000 and 1801, and Government Code Section 3119, and, by the Foundation, pursuant to Board of Trustees resolution.

**1.2. Parties.** The Parties to this MOU are the Department and the Foundation. The term "Department" includes its officers, employees, agents and other representatives. The term "Foundation" includes its trustees, officers, employees, contractors, agents or other representatives, volunteers, and successors.

**1.3. Scope and Purpose.** The purpose of this MOU is to memorialize the broad goals and objectives that will guide the Parties in their relationship. The Parties may enter in additional agreements, as necessary, to further define and memorialize specific details of that relationship.

**1.4. Applicability.** This MOU is intended to memorialize the following goals and objectives of the Parties:

- To develop a long-term statewide community-based subtidal monitoring network.
- To design, develop, and implement a user-friendly web-based GIS application for entering and querying all data.
- To maintain a collaborative and cooperative relationship for the effective collection and dissemination of data.

## **2.0. THE DEPARTMENT**

In furtherance of the goals and objectives identified in Section 1.4 above, the Department agrees to use best efforts to:

- 2.1. Provide staff support for ongoing training and protocol development.
- 2.2. Provide vessels for qualified Foundation divers who meet the Department requirements.
- 2.3. Provide staff for data collection, survey site set-up and maintenance, database support, data entry and analysis.
- 2.4. Provide GIS layers and staff expertise to facilitate data collection.
- 2.5. Develop and maintain a data dissemination web portal.

## **3.0. THE FOUNDATION**

In furtherance of the goals and objectives identified in Section 1.4 above, the Foundation agrees to use its best efforts to:

- 3.1. Cooperatively establish survey sites based on Department resource management needs.

- 3.2. Cooperatively develop a data storage and interface system compatible with, and complimentary to, existing Department systems.
- 3.3. Make data accessible to the Department as soon as possible, but no later than 6 months after its collection.
- 3.4. Maintain existing, and develop new, education and outreach programs.
- 3.5. Maintain and develop monitoring sites outlined in Department marine protected area monitoring plans.
- 3.6. Strictly adhere to Quality Assurance/Quality Control Guidelines (**Exhibit B**).

#### **4.0. MISCELLANEOUS PROVISIONS**

- 4.1. The Parties agree in good faith to work to fulfill the objectives of this MOU. Nothing in this MOU shall be construed as an obligation by the Department to commit or expend funds, or for the future payment of money, in excess of appropriations authorized by law.
- 4.2. Neither this MOU nor any of its provisions may be waived, modified, amended, or discharged except by a written instrument signed by the Parties.
- 4.3. This MOU constitutes the entire understanding between the Parties with respect to the subject and supersedes any prior or contemporaneous understandings or agreements, whether oral or written.
- 4.4. If a court of competent jurisdiction determines that any part of this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, it shall be deemed severed and deleted and the balance of this MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties agree to replace such void or unenforceable provision with a valid and enforceable one that will achieve, to the extent possible, the purposes of the void or unenforceable provision.
- 4.5. Neither Party may assign any rights granted by this MOU without prior written approval of the other, which approval may be granted or withheld in that Party's reasonable discretion.

