

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF  
GOVERNMENTS AND THE CITY OF SAN MARINO  
FOR PARTICIPATION OF THE SAN GABRIEL VALLEY NEIGHBORHOOD  
COYOTE PROGRAM**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of July 1, 2025 by and between the City of San Marino, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

**RECITALS:**

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Neighborhood Coyote Program (“Program”) that was developed by the SGVCOG Coyote Management Task Force.
- C. Under the Program, SGVCOG provides informational coyote public outreach and education efforts, promotes effective human-coyote conflict mitigation strategies, and supports a robust wildlife reporting and response mechanism on behalf of City.
- D. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

**I. TERM:**

The term of this MOA between the Parties shall commence on July 1, 2025 and shall continue through June 30, 2028. The term of this MOA may be extended by mutual written agreement of the Parties.

**II. RESPONSIBILITIES OF THE PARTIES:**

A. SGVCOG Responsibilities.

SGVCOG will:

- 1. Coordinate and implement at least two community events and/or educational/trainings per year, planned with input from the City. SGVCOG will diligently market the community meetings and educational trainings prior to the event dates; however, attendance levels are not guaranteed.
- 2. Conduct youth outreach and education programs for local schools.
- 3. Coordinate to send mailers to neighborhoods with high numbers of human-

coyote encounters and incidents.

4. Manage a website or webpage that contains important and helpful information for residents and businesses regarding coyotes and other types of wildlife as needed.
5. Maintain an online and phone regional coyote incident reporting system for residents of City. The SGVCOG will report monthly on the number of reports received from each City.
6. Coordinate with the California Department of Fish and Wildlife, the County of Los Angeles, and other relevant external stakeholders on regional coyote management efforts.
7. Provide physical and electronic files of coyote marketing and outreach materials.
8. Manage all invoicing and billing.
9. The SGVCOG shall invoice the City eleven thousand dollars (\$11,000) by July 1, 2025 for the City's share of the cost of the San Gabriel Valley Neighborhood Coyote Program for the fiscal year.
10. The annual amount the SGVCOG invoices shall be adjusted annually beginning on July 1, 2026, based on the Los Angeles area Consumer Price Index (CPI) percentage for all items for 12 months ending in January reported by the U.S. Bureau of Labor Statistics or 3%, whichever is less.

B. City Responsibilities.

City will:

1. Maintain membership in the SGVCOG during the entire term of this MOA. In the event that the City is no longer a member of the SGVCOG, this MOA will terminate by its own terms on the date on which the City is no longer a member. Should membership cease before the end of the fiscal year, the City shall not be entitled to reimbursement of its Program cost for that fiscal year.
2. Participate in an annual evaluation meeting with the SGVCOG and as needed coordination calls and meetings with all municipalities that have entered into a memorandum of agreement with the SGVCOG for the Program for the July 1, 2025, through June 30, 2028, term.
3. Provide a point-of-contact for the purposes of this Agreement with the name, title, and contact information of the individual. If the point-of-contact is reassigned or no longer a City employee, a new point-of-contact must be designated within five (5) business days.
4. Assist with the coordination of coyote town halls, community meetings, coyote management workshops, conflict trainings, mailers, social media outreach, and youth outreach and education programs.
5. Provide a municipal meeting space or venue for events and activities within the City related to this MOA and other events within the City that are related to the Program.
6. Pay all invoices submitted by SGVCOG within forty-five (45) days of receipt by City. Invoices not paid within 45 calendar days shall accrue interest at the rate of 5% per annum.

### **III. PROJECT MANAGEMENT:**

#### **A. Project Managers.**

1. For the purposes of this MOA, the SGVCOG designates the following individuals as its Project Managers: Nicholas Ryu, Program Manager, and Natalie Arreaga, Management Aide.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Nicole Tibbett, Community Engagement Manager.

Either Party may change the designations set forth herein upon written notice to the other Party.

### **IV. DEFAULT; REMEDIES:**

- A. Default. A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

### **V. TERMINATION:**

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If City terminates this MOA prior to the completion of the MOA term and SGVCOG has not committed a Default, SGVCOG will maintain the full annual amount that has already been invoiced for the current fiscal year.

### **VI. INDEMNIFICATION:**

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City’s sole expense, from and against any and all claims, actions,

suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.

- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

## **VII. INSURANCE:**

- A. Each Party shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with performance of its obligations hereunder.

## **VIII. AMENDMENTS**

- A. For any change which materially affects the Scope of Work, or in any way modifies any term or condition included under this MOA, a written amendment to the MOA shall be prepared and executed by the City and the SGVCOG for such change to be effective.

## **IX. OTHER TERMS AND CONDITIONS:**

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG:           Natalie Arreaga  
                              Management Aide  
                              1333 S. Mayflower Ave, Suite 360  
                              Monrovia, CA 91016  
                              [narreaga@sgvcog.org](mailto:narreaga@sgvcog.org)

with a copy to:       Marisa Creter  
                              Executive Director  
                              1000 S. Fremont Avenue, Unit 42  
                              Building A-10N, Suite 10-210  
                              Alhambra, CA 91803  
                              (626) 457-1800  
                              [mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)

Nicholas Ryu  
Program Manager  
1333 S. Mayflower Ave, Suite 360  
Monrovia, CA 91016  
(626) 457-1800  
[nryu@sgvcog.org](mailto:nryu@sgvcog.org)

To City: Nicole Tibbet  
Community Engagement Manager  
2200 Huntington Drive  
San Marino, CA 91108  
(626) 300-0781  
[ntibbet@sanmarinoca.gov](mailto:ntibbet@sanmarinoca.gov)

with a copy to: Philippe Eskandar  
City Manager  
2200 Huntington Drive  
San Marino, CA 91108  
(626) 300-0788  
[citymanageroffice@sanmarinoca.gov](mailto:citymanageroffice@sanmarinoca.gov)

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall

give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so the said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF SAN MARINO

By: \_\_\_\_\_  
Philippe Eskandar  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alison Walker  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph M. Montes  
City Attorney

FOR THE SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Marisa Creter  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel