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MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND
CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

This memorandum of understanding and cooperative agreement is entered into this _____ day of _____, 2004 by and between Mountains Recreations and Conservation Authority, a public entity ("MRCA") and California Department of Parks and Recreation ("CDPR") for the purpose of developing, designing and constructing parks along the Los Angeles River and its tributaries.

RECITALS

- A. MRCA is a joint exercise of powers authority established pursuant to Government Code Section 6500 *et. seq.* and is composed of the Conejo Recreation & Parks District, the Rancho Simi Recreation and Park District and the Santa Monica Mountains Conservancy.
- B. CDPR is an agency of the State of California established pursuant to Section 500-514 of the Public Resources Code.
- C. MRCA and CDPR desire to work together to develop, design and construct parks along the Los Angeles River.
- D. This Agreement sets forth the duties and responsibilities of the MRCA and CDPR relative to their role in the development, construction, design and maintenance of the parks.

This Agreement is entered in to and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

SECTION 1: OVERVIEW OF PROJECT

- 1.0 MRCA has a grant from the California Department of Transportation (Caltrans) Environmental Enhancement and Mitigation (EEM) Program to create Zanja Madre Park, including landscaping, lighting, benches, and preservation of native trees. The project would mitigate effects caused by the construction of the Metro Gold Line. The site originally intended for these park improvements is not available. MRCA's EEM grant is reimbursable and all expenses must be billed to Caltrans by 4/30/05.
- 2.0 CDPR is developing the new Cornfield State Park adjacent to the Metro Gold Line, in the vicinity of the site originally intended for the MRCA's Zanja Madre Park project. CDPR's current funding is not sufficient to construct all desired improvements. In particular, pathways and landscaping were eliminated from the current scope of work, scheduled for construction in late 2004 - early 2005.

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- 3.0 MRCA received approval for a change of scope with Caltrans that allows the improvements funded by the EEM grant to occur on the Cornfield park site. The parties seek to work together in accordance with this Agreement to utilize the MRCA's EEM grant funding to construct pathways and landscaping at Cornfield State Park.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE PARTIES

- 2.0 MRCA. MRCA shall retain full management responsibility for execution of the EEM contract terms.
- 2.1 CDPR. CDPR shall perform tasks as per EEM contract terms. CDPR must submit match dollar documentation in EEM billing format. See Exhibit A.

SECTION 3: FUNDING

- 3.0 MRCA will provide up to \$210,000 on a reimbursable basis for the Cornfield State Park. Not more than \$10,000 may be utilized for non-construction costs.

SECTION 4: TERM

- 4.0 This Agreement shall commence on the last date signed by either party hereto and terminates two years from the commencement date unless otherwise terminated or extended by mutual agreement of the parties.
- 4.1 This Agreement may be terminated at any time upon written notice to the other party hereto. If the construction/installation of the landscaping for a particular project has commenced, this Agreement may be terminated immediately upon the completion of construction/installation unless both parties agree in writing to such earlier termination.

SECTION 5: GENERAL PROVISIONS

- 5.0 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.
- 5.1 If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court.
- 5.2 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.

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- 5.3 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.
- 5.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 5.5 This Agreement shall be governed by laws of the State of California.
- 5.6 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.
- 5.7 This Agreement contains the full and complete agreement between the parties provided, however, that Exhibit A may be amended from time to time to add or delete projects or tasks upon which MRCA and CDPR will collaborate.

SECTION 6: HOLD HARMLESS; INDEMNITY

- 6.0 MRCA undertakes and agrees to hold harmless, indemnify, and defend CDPR and all officers, employees, board members, agents of CDPR from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of MRCA's employees or agents.
- 6.1 CDPR undertakes and agrees to hold harmless, indemnify, and defend MRCA and all officers, employees, board members, agents of MRCA from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of CDPR's employees or agents.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 MRCA and CDPR will jointly review all press releases, signs, and other public relations materials relating to projects listed on Exhibit A or carried out under this agreement to ensure they adequately and accurately identify both MRCA and CDPR with respect to their role in connection with the development of such parks.

SECTION 8: NOTICES

- 8.0 All notices and billing invoices are required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

Mountains Recreation and Conservation Authority

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at: Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Cara McLane, Deputy Chief of Natural Resources and Planning

California Department of Parks and Recreation

at: California Department of Parks and Recreation
P.O. Box 942896
Sacramento, CA 94296
Attention: Ruth Coleman, Director

Or to any such other address as the parties may in writing, from time to time, direct. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

By: _____ Date: _____
Cara McLane
Deputy Chief of Natural Resources

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

By: _____ Date: _____
Ruth Coleman
Director